

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

ALLEN MEMORIAL HOSPITAL

AND

PROFESSIONAL AND HEALTHCARE
EMPLOYEES DIVISION,
DISTRICT LOCAL 431, UFCW

Effective January 1, 2022 through December 31, 2023

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AGREEMENT

This Agreement is made and entered into this 6th day of December 2021 by and between Allen Memorial Hospital Corporation a./k./a. UnityPoint Health – Allen Hospital, hereinafter called the Employer or Hospital, and Professional and Health Care Employees Division, Union District Local 431, chartered by the United Food and Commercial Worker's International Union, hereinafter called the Union. It is negotiated for the purpose of establishing and perpetuating harmonious relations between the Employer and the Union and to facilitate orderly adjustment of grievances and complaints. This Agreement is entered into in consideration of the mutual performance of its provisions by the Employer and the Union.

Article One Recognition and Coverage

1.01 The Employer recognizes the Union as the exclusive bargaining representative for all full-time and regular part-time service and maintenance employees as specified by the order of certification from the National Labor Relations Board, dated November 29, 1976, case number 18-RC-11126 employed at the Employer's Waterloo, Iowa, hospital including delivery persons, transporters, admitting techs, cooks, cafeteria workers, tray assemblers, dish machine operators, distribution center technicians, EVS associates, all maintenance employees, all non-certified technicians including operating room technicians, patient care technicians, unit coordinators/patient care techs, non-certified surgical techs, non-certified instrument techs – sterile processing acute care coordinators, non-certified occupational therapy technicians, non-certified laboratory technicians, non-certified respiratory therapy technicians, physical therapy technicians, and certain clerical employees including storeroom clerks, laboratory clericals, medical records clerks, unit coordinators, delivery and receiving room clerks, operating room clericals, purchasing department clericals, maintenance department clericals, and radiological clericals.

EXCLUDING: Licensed practical nurses, registered nurses, professional employees, technical employees, confidential employees, business office clericals, Human Resources Assistants, Administrative Assistants to nursing management, Administrative Assistants to vice-presidents, Administrative Assistants to Director of Finance, secretary to the CFO, Administrative Assistants in the Volunteer Services Department, Administrative Assistants to the Laboratory Director, Administrative Assistants to Director of Pharmacy, guards and supervisors as defined in the National Labor Relations Act, as amended, student nurse technicians who are also enrolled in a bona fide nursing program or pending licensure and all other employees.

- 1.01.1 In addition to the listing identified in 1.01 housekeeping and maintenance personnel working in the department of education and clinics located at the Employer's Waterloo, Iowa hospital are included in the unit. Excluded from this unit will be residence assistants/directors, librarians, and clericals employed in the department of education.
- 1.02 The above listing does not necessarily imply that the Employer has, or is required to have employees in each classification.
- 1.03 The Employer and the Union agree that the employees in the bargaining unit identified in 1.01 shall have the right to elect to become a member of the Union, or to elect not to become a member of the Union.
- 1.04 Employees shall have the right to self-organization, to form, join, or assist labor organizations, to bargain collectively through representatives of their own choosing, and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, and shall have the right to refrain from any or all of such activities.
- 1.05 The Employer agrees that there shall be no discrimination against any employee on account of membership or participation in the Union. The Union agrees that no Union member will intimidate or coerce employees who elect not to become members of the Union.
- 1.06 The Union recognizes its responsibility as the exclusive bargaining agent and agrees to represent all employees in the bargaining unit without discrimination, interference, restraint, or coercion.
- 1.07 It is agreed between the parties here to that personnel excluded from the bargaining unit, set forth in 1.01, may perform bargaining unit work in instances of staffing shortages, emergencies and to provide education and instruction to bargaining unit employees, as long as they are UnityPoint Health employees.
- It is not intended that such work would cause displacement of bargaining unit employees. However, changes in rules or laws (including administrative rules regarding accreditation agencies, examining boards, standards of practice, state and federal regulatory agencies, conditions of participation in Medicare or other third-party payers, Iowa Foundation for Medical Care, or the like) may cause changes in staffing requirements which may cause the displacement of bargaining unit employees. Such displacement will be carried out through attrition when possible. When not possible, the changes will be made through the layoff provisions of Article 7.

1.08 Temporary and P.R.N. (includes casual and on-call) employees along with students including coop/intern students are not included in the bargaining unit and are excluded from the terms and provisions of this Agreement.

1.09 **EMPLOYEE TYPE**

Regular Full-Time: Averages 64 hours per pay period or more over the most recent six pay periods.

Regular Part-Time: Averages less than 64 hours per pay period and more than 32 hours per pay period. These part-Time employees are eligible for benefits.

P.R.N. (includes casual and on-call): P.R.N. employees are, by mutual agreement, available to be called in on short-notice and work at their own convenience. P.R.N. employees are not eligible for benefits and are not part of the bargaining unit.

Temporary: Hired with the expectation that their employment will terminate within one hundred (100) calendar days in a consecutive six (6) month calendar period. Temporary employees are not eligible for benefits. If the temporary employee is filling in for a regular employee on an extended period of absence, as referred to in Article 10.03.3, the temporary employee may be utilized for the duration of the extended period of absence, not to exceed one hundred (100) calendar days. Temporary employees who work more than one hundred (100) calendar days, or whose employment is continued after replacing an employee on a period of absence, except as provided for in Article 10.03.3, will be reclassified as a regular employee.

1.09.1 Averages mentioned in 1.09 are calculated using the total hours paid to an employee over six pay periods.

1.10 The use of temporary employees shall be to fill jobs expected to last less than one hundred (100) days or to fill in for regular employees on an approved period of absence. The Employer shall not use these types of employees with the intention of circumventing the posting policy.

1.11 Regular employees who are laid off will not be reclassified to temporary or P.R.N. status except at the employee's request.

- 1.12 This Agreement shall apply only to the Employer's operations located at 1825 Logan Avenue, Waterloo, Iowa.
- 1.13 Should the Employer elect to contract out the entire work performed in any department covered by this Agreement, the employees in said department will continue to be covered by this Agreement for its duration provided the work is performed on the Employer's premises described in 1.12.
- 1.14 When bargaining unit employees who are employed by Allen Memorial Hospital Corporation perform work at locations other than 1825 Logan Avenue, Waterloo, Iowa, said employees will be covered by this Agreement.

Article Two Representation

- 2.01 The Union shall have the right to elect and/or appoint hospital stewards as follows: ten (10) employees from the bargaining unit, one of whom will be designated as the chief steward. The Union will inform the Human Resources of the employees' names and will keep the Human Resources informed of any changes.
- 2.02 Representatives of the Union may visit the Hospital for the purpose of discussing grievances and other Union matters with the employees. Such discussions shall take place at such times and places as are mutually agreed to between the Employer and the Union. The parties shall cooperate in arranging such discussions so that there will be no disturbance to patients or interruption in providing care to such patients.
- 2.03 **DUES DEDUCTION**
During the term of this Agreement, or any extension thereof, the Hospital shall deduct Union dues, initiation fees, and assessments from the salary of any employee in the unit who voluntarily executes and files with the Human Resources a dues deduction authorization form. A COPE (Committee on Political Education) check-off may be added to the dues deduction with proper authorization from the employee. An employee changing or stopping a COPE check-off will not be allowed to make another change until after six months.
- 2.03.1 A dues deduction shall be irrevocable for the first year from the date of execution. The employee may elect to stop dues payments by giving 30 days notice before the anniversary of the original execution date. Notice shall be given to the Hospital and the Union before dues deduction will end.
- 2.03.2 The Union and the employee agrees to hold the Hospital harmless from any liability incurred by the deduction of Union dues from the wages of employees represented by it.

2.04 **BULLETIN BOARDS**

The Employer shall furnish space for bulletin boards to be used by members of the bargaining unit. The Union shall not post any materials which are offensive to the Hospital. Any material on the bulletin board in violation of this Agreement shall be promptly removed by the Union.

2.05

The bulletin boards shall be located in the following areas: First Floor Locker Rooms, Main Kitchen Area, Physical Therapy, Acute Rehab Employee Break Area, 4 Medical Locker Room, 3 Medical Locker Room, EVS Breakroom, Plant Services Break Area, MHU and 3 Heart Breakroom.

**Article Three
Employer Rights**

3.01

The Employer, among all other rights, whether heretofore exercised or unexercised, and whether implied or expressed, shall, for purposes of illustration only and not by way of limitation, retain the rights to determine standards of performance; to maintain discipline, order and efficiency, to determine services, procedures and methods; to direct all employees and determine assignments; to schedule work; to determine the quantity and type of equipment to be used; to abolish or create jobs; to introduce new methods and facilities; to determine efficient staffing requirements; to determine the number and location of facilities; to determine whether the whole or any part of the operation shall continue to operate; to select and hire employees; to determine qualifications for jobs; to promote, to demote, suspend, warn or otherwise discipline or discharge employees for just cause; to lay off employees; to recall employees; to determine that employees shall or shall not perform certain functions; to require overtime work, to determine starting and ending times, to determine staffing patterns, to determine work uniform policies and to promulgate reasonable rules and regulations. These rights shall remain within the Employer's sole and conclusive discretion and control, except only as abridged or eliminated by the express provisions of this Agreement.

**Article Four
Wages and Hours**

4.01

Employees shall be paid overtime according to the following standard:
Time and one-half of regular rate to be paid on hours in excess of 40 in a work week.

4.02

An employee scheduled to work and works on a legal listed holiday (New Year's Day, Memorial Day, July 4, Labor Day, Thanksgiving Day, and Christmas Day) will receive one and one-half times his/her regular straight time hourly pay. If the holiday also falls on the weekend, the employee will also receive the holiday differential.

- 4.03 An employee required to work two consecutive shifts, of at least 8 hours in length, will receive time and one-half his/her straight time hourly rate for hours worked during the second shift.
- 4.04 Made a part of this Agreement by reference hereto is Appendix A "Wage Schedule".
- 4.04.1 The wage rate provided in this Agreement, including any increase regarding the same, shall only be for the term of this Agreement and shall not be a term and condition of employment after the expiration of this Agreement. Further, the wage rates provided for, in this agreement, including any increases regarding same, are only intended to cover the term of this Agreement. Any adjustments of wages after the expiration of this Agreement shall be negotiated by the Employer and the Union and agreed upon in writing by both parties. If the above language is found to be in violation of the National Labor Relations Act then it shall be considered unenforceable in this Agreement.
- 4.05 **REST PERIODS**
An employee shall be entitled to one fifteen-minute rest period for each four-hour segment of a shift.
- 4.05.1 The scheduling of rest periods shall be at the discretion of the supervisor. Every reasonable effort, however, shall be made to schedule one rest period approximately in the middle of the first four hours scheduled and one rest period approximately in the middle of the second four hours scheduled during the regular eight-hour shift.
- 4.05.2 Rest periods of fifteen minutes shall be on duty time and, therefore, at the expense of the employer.
- 4.05.3 Rest periods are not cumulative, i.e., not carried over from one day to another.
- 4.05.4 Upon the approval of the supervisor, an employee may combine up to two (2) of their entitled 15-minute rest periods, as defined in 4.05 and 4.05.2, into one thirty-minute (30) minute rest period. This thirty (30) minute rest period will not replace the employee's unpaid thirty-minute (30) uninterrupted meal break as defined in 4.05.5.
- 4.05.5 Each non-exempt employee is entitled to an unpaid 30-minute meal break. Mealtime should be uninterrupted time. If any portion of the team member's mealtime is interrupted for business purposes, the employee should make their department manager or timekeeper know of the interruption. The manager or timekeeper will authorize payment for that time.

- 4.05.6 Employees will be allowed to leave Allen Hospital property during their unpaid 30-minute meal break as defined in 4.05.5. Employees must receive permission and approval from the supervisor/manager before leaving the premises. If the request cannot be honored the supervisor/manager will respond with a reason why, if asked. Employee must clock out when leaving and back in upon return.
- 4.06 **JOB CHANGES**
If during the term of this Agreement, the Employer should find it necessary to significantly alter the content of a job which would affect the pay rate or add a job which is comparable to those represented by the Union presented in Article 1.01 of this Agreement, the Employer will assign the job to a pay grade and provide written notice to the Union within 30 calendar days. The Union will respond within 30 calendar days indicating agreement or disagreement with the pay grade. The Union, should it disagree, would have recourse to the grievance procedure, provided that the grievance in such instance is presented within ten calendar days of the promotion, transfer, assignment or hiring of an employee to the new or changed job. The grievance procedure in this case would commence at Step 3.
- 4.07 In the event an employee reports to work without notification to the contrary, he/she shall be assigned two hours of work. If no work is available, he/she will be offered the option of either E.O.S. or Earned Time for the scheduled shift, which will break the guarantee of two hours of work. If no work is available and E.O.S. or Earned Time is not offered, then he/she shall be credited with two hours of pay at his/her regular straight time rate. The Employer shall have no obligation when the no-work condition is caused by reasons beyond the control of the Employer such as fire, power failure or conditions resulting from an "Act of God".
- 4.07.1 Employees required to attend meetings outside of the regular work schedule will be paid for 30 minutes or the length of the meeting, whichever is longer, at the employee's regular rate.
- 4.08 An employee who performs duties of a job in a higher pay grade, at the direction of a supervisor, in excess of 60% of the shift, shall be eligible for a rate adjustment for all hours worked on that shift. The adjustment will be at the rate on the higher pay grade that is an increment at least ten cents higher than the employee's regular rate.
- 4.08.1 Employees who successfully bid into a job in a lower pay grade shall not realize an increase in rate of pay. Employees shall receive the next lower rate in the lower pay grade. The effects of a general increase are not to be considered here.
- 4.08.2 Employees whose jobs have been downgraded through the job evaluation process shall maintain the same rate of pay until their step level, through general or length-of-service increases, increases to an amount above that rate of pay.

4.08.3 Employees whose jobs have been upgraded through the job evaluation process will receive the rate of pay in the new higher pay grade and moved to the step at the next highest pay rate in the new grade.

4.08.4 It is acknowledged that the Employer has the right to transfer employees between jobs in the same pay grade. An employee may be transferred to a position in a lower pay grade if the employee is unable to perform satisfactorily in the present job, as evident by documentation of a performance deficiency. Such a transfer will not result in the lay off or reduction of hours of other bargaining unit employees. Employees that are transferred to a position in a lower pay grade shall maintain the same rate of pay until the step level through general or length of service increase raises the rate of pay to an amount above that rate of pay. If an employee is reduced due to discipline reasons: in such an instance their pay would be frozen at its current rate for 3 months, then the employee shall be moved to the nearest step in the new pay grade that is at least \$0.10 (ten cents) lower than the current rate of pay.

4.09 **EXPERIENCE DIFFERENTIAL**

In recognizing the value of outside experience, the Employer agrees to pay a differential to an employee bringing appropriate experience to the job for which he/she is employed.

If a new hire brings with them experience in the field for which they are being hired, an experience differential shall be granted using the following guide.

4.09.1 For each year of prior experience in the job being hired for, a new employee shall be granted one-half year experience on the Employer's wage scale, up to the maximum of month 48, Step 6, on the scale.

4.09.2 The experience must be in the job being hired for and must be indicated on the application blank at the time of hire.

4.09.3 At the time of hire, the supervisor must explain to the employee granted an experience differential that the first consideration for salary increases will be as indicated by the step rate on the salary schedule.

4.09.4 The employee hired at a higher rate of pay than an existing employee must provide proof of their experience through a fully completed employment application and a full background check process.

4.10 **SHIFT PREMIUM**

Any Bargaining unit employee shall receive the shift differential of \$2.05 per hour for the hours of 3:00 PM to 11:00 PM, three-hour minimum. For the hours of 11:00 PM to 7:00 AM the shift deferential will be \$2.25 per hour, no minimum.

4.10.1 Shift premiums will not be considered part of the employee's straight time hourly rate and will be excluded in determining an employee's sick pay, earned time pay, and funeral pay. Shift premium will, however, be used in the calculation of regular rate for overtime purposes.

4.11 **STANDBY**

The term "standby" shall mean an employee, regularly scheduled, who is required to be available to report for work at any time during the designated standby period.

4.11.1 Employees on standby status shall be paid the standby premium of two dollars and twenty-five cents (\$2.25) per hour for all hours in the standby period except for those hours after being called back to work. Weekend and holiday standby will be paid at the rate of \$3.25 per hour.

4.11.2 An employee called in while on standby will be called in at his/her time and one-half rate and be paid for a minimum of two hours, or the time worked, whichever is greater. Standby pay shall cease once an employee is called into work.

4.12 **PAY PERIODS**

Employees will be paid every other Friday which constitutes twenty-six (26) pay days in a payroll year.

4.13 Whether payroll corrections will be made within three working days or on the following paycheck will depend upon the reason for the payroll correction.

- Errors or omission of hours caused by an associate failing to submit worked hours by not punching "in" or "out", or by not submitting a Time and Attendance input card for paid time off hours, will be corrected on the following paycheck.
- If an error or omission of hours was not caused by the associate, the associate can request that the amount be corrected and the employer will make the correction within three working days, with the necessary tax withholding. If that error is \$50.00 (fifty dollars) or less the correction will be processed within the period of 3 working days up to 14 calendar days.

4.14 **CALL BACK**

An employee who is scheduled on-call for a scheduled set of hours and receive notice that he or she will need to work during the on-call period will be paid at one and one-half times his/her regular straight time hourly rate of pay and be paid for a minimum of two hours, or the time worked, whichever is greater, for all hours worked during the call back period. Callback does not apply to changes in the start times for scheduled shifts on a scheduled day of work, if such Callback is due to illness, or injury, death in the family, or immediate termination.

4.15 **WEEKEND PACKAGE**
Bargaining unit staff will be eligible for a Weekend Package on the same basis as the non-bargaining unit staff.

4.16 **TRAINING PAY**
Training pay is one dollar (\$1.00) per hour for bargaining team members who formally train a new staff member or full-term internship and only at training times that are approved. The trainer must attend a preceptor training course within 6 months from approval by their manager or Director.

4.17 **LONGEVITY & RETENTION**
Delta 2021 Retention Bonus for inpatient patient care techs paid on February 4, 2022 calculated based on years of service and hours worked:
9/12/2021-1/1/2022
 < 3 years get \$2/hour
 3-5 years get \$2.50/hour
 > 5 years get \$3/hour

Article Five Corrective Discipline and Discharge

5.01 The Employer shall not discipline or discharge any employee without just cause. The Employer affirms and endorses the theory and practice of corrective discipline as set forth below. All Allen Hospital employees will be notified of any changes in policy.

5.01.1 Discipline will be conducted on an instructional basis designed to encourage an employee to improve performance and/or become more aware of the need to adhere to and conform with established Hospital policy. To achieve this result, the following procedure will be followed.

5.01.2 The Union will be notified of any changes in the Corrective Action Policy and will be given 14 days to review prior to its implementation.

5.01.3 **FIRST WRITTEN WARNING**
A written warning detailing the employee's name, the date and nature of the infraction(s) will be given as an initial indication of lack of satisfaction with work performed or the first infraction of an established Hospital policy. Such discipline will be issued as soon as practicable after the Employer's knowledge of the information affecting the discipline but in no event more than 30 days after the Employer's knowledge of said infraction, except with attendance related warnings where a 60-day time limit will apply.

- 5.01.4 **SECOND WRITTEN WARNING**
If an employee fails to correct his/her poor performance or incurs an additional infraction of Hospital policy, a second written warning will be issued to the employee.
- 5.01.5 **THIRD WRITTEN WARNING - SUSPENSION**
If, following the receipt of a first or second written warning, an employee continues his/her poor performance or incurs an additional infraction of Hospital policy, the employee will be issued a third written warning and a one-day suspension, without pay.
- 5.01.6 **TERMINATION**
If, following the receipt of the suspension, the employee continues his/her poor performance or incurs another infraction of Hospital policy, his/her discipline record will be reviewed with him/her and he/she will be terminated.
- 5.02 In each written discipline action, a union steward may be notified of such action and a Union Representative will be provided a copy of each written warning after receipt by the employee. In discipline proceedings resulting in suspension or termination, the Hospital will inform an employee of his/her right to have a steward present.
- 5.03 When, consistent with the provisions of Article 5, a written warning has been issued to an employee, the warning will be maintained in effect for a period of not more than one year from the date of issuance. First (1st) level warnings will be eliminated after one year from the date of issuance, whereas the second (2nd) level warnings would then be reduced to a first (1st) level warning. Third (3rd) level warnings, however, will remain unchanged in an employee's record for one year after the date of issuance. All disciplines, including attendance and tardies, will be issued and maintained on a rolling 12-month schedule rather than upon a calendar year.
- 5.04 The Employer reserves the right in extraordinary circumstances, such as: alcohol or drug abuse; dishonesty; insubordination; delivery of controlled substances to patients or employees; theft of property belonging either to the Employer, its patients, or its employees; verbal and/or physical abuse to patients or other flagrant or abusive disregard for Hospital policies; to terminate an employee without recourse to the provisions of this article.
- 5.05 The Employer reserves the right to accelerate the corrective discipline and discharge procedure. That is, if the employee's poor performance or infraction of Hospital policy is of a very serious nature, the Employer may commence discipline at the suspension or discharge level.

- 5.05.1 In instances where it is necessary for the Hospital to investigate misconduct, the Hospital reserves the right to suspend an employee for up to ten days pending the conclusion of the investigation. If the employee is not disciplined, the employee will be reimbursed pay and earned time accrual for any missed work days. The employee has the option of being paid earned time during the investigation.
- The suspension is not part of the disciplinary steps described in 5.01.3, and 5.01.4.
- 5.06 Intoxication or the use of alcohol which constitutes a violation of the following rules may result in permanent dismissal.
- A. Employees while on duty will not drink alcoholic beverages.
 - B. An employee reporting for duty under the influence of alcohol will be considered cause for discipline or dismissal. No employee will report for duty under the influence of alcohol.
- 5.07 Evidence of the use of alcoholic beverages or drugs while off duty to an extent that reduces the employee's general efficiency in his/her work and ability to advance in the service or discredit the Employer as an employing unit may be considered cause for discipline or dismissal.
- 5.08 Use of narcotics or dangerous drugs which constitutes a violation of the following rules may result in dismissal.
- A. Employees will not use any narcotics or dangerous drugs, in any form which has not been prescribed for them by a doctor.
 - B. Evidence of use of narcotics or dangerous drugs while off duty excluding those prescribed by a doctor, may be considered cause for discipline or dismissal.
 - C. Evidence of improper use of prescribed drugs or medications.
- 5.09 It is mutually agreed by the Employer and the Union that all provisions of this article are subject to the grievance procedure as set forth in this Agreement.
- 5.10 To assist employees, the Union and the Hospital in the administration of Article 5, the Hospital will make available to employees a copy of its discipline schedule. Employees may access that information during normal working hours.

5.10.1 The Union will be notified prior to any change in the disciplinary schedule. For the purposes of counting absences, the following guidelines shall apply: The employee must work the following number of hours in order to leave work before the end of their scheduled shift in order to be considered an Early Departure:

<u>Shift Length</u>	<u># Hours Worked</u>
4 hours	2.5 hours
8 hours	5 hours
10 hours	6 hours
12 hours	7 hours

An employee who does not call in and fails to show up for work within one hour of their scheduled shift starting time and is allowed to work shall be considered Tardy. If the employee is not allowed to work, then they shall be considered a no-call no-show.

All disciplines will be issued and maintained on a rolling 12-month schedule rather than a calendar year.

5.11 For any employee that is on a third (3rd) level discipline, they will not be eligible for any general wage or increase of any kind until their third (3rd) level discipline is removed as indicated in section 5.03. All “frozen” employees who are at that status due to a 3rd level discipline shall receive an increase within 60 days of their discipline being removed from the record. This action will create a new step progression date for all increases moving forward. Any other currently frozen employees would be eligible for a general increase up to the maximum of their pay grade.

Article Six Grievance Procedure

6.01 **DEFINITION OF A GRIEVANCE**

A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.

6.02 **PROCESSING OF A GRIEVANCE**

It is recognized and accepted by the Union and the Employer that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall, therefore, be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and a Union Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the Employer during normal working hours provided that the employee and the Union Representative have notified and received the approval of the designated supervisor

who has determined that such absence is reasonable and would not be detrimental to the operation of the Hospital.

6.02.1 The process to be followed by the Union in presenting grievances to the Hospital at steps 2 or 3 as described in 6.03.2 below.

- A. The Hospital will present, in person or in writing, the response to the individual grievant.
- B. In the case that the grievant is not available, the Hospital will present the grievance, in person or in writing, to the chief steward.
- C. If the chief steward is not available or cannot be contacted, the Hospital will present the response in person to another steward at its discretion.

6.03 Any grievance or dispute arising out of the interpretation of this Agreement shall be settled in the following manner.

6.03.1 **ORAL DISCUSSION WITH SUPERVISOR - STEP 1**

An employee believing, he/she has cause for grievance may at his/her option, discuss the matter directly with his/her supervisor, and/or may take it up with the union steward who shall discuss the grievance with the employee's supervisor. Recognizing the value and importance of full discussion in clearing up misunderstandings and preserving harmonious relations, every reasonable effort shall be made to settle problems promptly at this point through discussion. The meeting between the grievant and their supervisor shall occur within seven (7) calendar days from the time of the event, or the issue arose.

6.03.2 **WRITTEN GRIEVANCE**

Step 2: If oral discussion fails to settle the grievance, the aggrieved employee and/or union steward or Business Representative must reduce same to writing. This written grievance must contain the following information:

Employee name, job title, name of steward representing the employee, person to whom the response is to be sent, contract provision allegedly violated, date of alleged violation, date the grievance is presented to the supervisor, the grievance step number, the date the issue was orally discussed with the supervisor and a brief description of the issue or incident that led to the grievance.

The grievant and/or steward must present, in person, the signed grievance to the supervisor within ten calendar days from the date of the event which gave rise to the grievance.

The supervisor shall give an answer in writing to the appropriate party within seven calendar days from receipt of the written grievance.

Step 3: If not settled satisfactorily in step 2, the grievance shall be submitted in writing by a representative of the Union, within ten calendar days of receiving the department head's answer, to Administration or the designated representative. Any grievance so appealed shall be discussed at a conference between Administration or the designated representative and the Union, at which the parties will endeavor to settle the grievance. The conference will take place within fourteen calendar days from the appeal to step 3 unless an extension of such time limit is mutually agreed upon. Administration or the designated representative will submit an answer in writing to the grievance within ten calendar days after the conference, to the appropriate representative.

Step 4: If the grievance is not resolved in step 3, either party to this Agreement may submit the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within thirty calendar days of the postmark on the third step decision.

- 6.04 In the event that the Union and the Employer refer a grievance or dispute to arbitration, the impartial arbitrator shall be selected by mutual agreement between the parties. If the Union and the Employer are unable to agree upon an impartial arbitrator within ten days after either party notified the other party of its decision to arbitrate, either party may request the Federal Mediation and Conciliation Service to provide a list of five neutral arbitrators. The party with the burden of proof, in the arbitration, shall strike first from the list of arbitrators submitted by FMCS.
- 6.05 The Arbitrator shall render a decision regarding whether or not the Agreement has been violated. In doing so, the arbitrator shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The determination of the Arbitrator shall be binding on both parties. With respect to back pay awards, the arbitrator shall not impose a back pay award the terms of which extend more than three months prior to the date the arbitration was filed with either party. The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union provided that each party shall be responsible for compensating its own representative and witnesses. Either party may request a court reporter be present at the hearing and make record of the proceeding. Such record shall be the official transcript of the hearing. The Parties shall share, on an equal basis, the cost of the court reporter.
- 6.06 The parties will cooperate to schedule arbitration hearings at a time and place mutually agreeable to the parties and the arbitrator, provided, however, no arbitration hearing will be scheduled during the aggrieved employee's working hours in those cases where the Employer believes it would interfere with usual Hospital operations. Such determinations will be at the Employer's discretion.
- 6.07 A grievance affecting the financial status of any employee which is settled in favor of the employee shall be retroactive to the date on which the grievance occurred, providing that the Employer and the Union agree that the liability of both parties shall not exceed a period of six months from the date of filing of the grievance.

Reimbursement and/or financial restitution shall be made in the like time frame of original financial error.

6.08 If the aggrieved employee or the Union refuses or fails to appear or proceed at any stage of the grievance procedure, within the prescribed time limits, the complaint shall be deemed withdrawn. If the Employer does not answer a grievance or respond within the prescribed time limits, the Union will treat the grievance as denied at that step and may immediately appeal the grievance to the next step.

6.09 Any grievance affecting the majority of the employees of a department will commence at the second step, submitted to the department head. Any grievance affecting the majority of the employees of the bargaining unit will commence at the second step, submitted to the Human Resources Director. The time limits for a step 1 grievance shall apply.

Article Seven Seniority

7.01 It is understood and agreed that for the Employer to provide quality patient care and to maintain high standards, seniority shall govern subject to fitness and ability. The determination of fitness and ability shall be the exclusive right and responsibility of the Employer, provided that in the event an employee feels that he/she has been discriminated against, he/she may present a complaint under the grievance procedure in this Agreement.

7.01.1 For the purpose of this Agreement, seniority is defined as follows:
General Seniority: The length of continuous service within the bargaining unit from the last date of hire or leaving the bargaining unit for more than six (6) months. Notwithstanding the above, non-bargaining employees except those in management positions that successfully transfer into a bargaining unit job will retain their existing bargaining unit seniority date for 6 months after leaving the bargaining unit.

7.02 The Employer shall prepare and maintain a general seniority list for employees covered by this Agreement. Included on the list will be regular full and part-time employees who have completed the orientation period.

7.02.1 The Seniority list shall be:

- A. Revised and posted in the departments concerned every six months. The posting will remain up till the next updated is posted.
- B. The list furnished to the union shall include name, address, department, and job classification.
- C. Not subject to the grievance procedure after being posted for twenty calendar days. If no objections are filed during this period, the list shall become

permanent.

- D. Each month, the Employer will supply the Union with a list of the employees who were hired and terminated during the previous month.
- E. General seniority lists will be posted and kept in each department.
- F. Seniority list will be by classification and must show revision dates to this list.

7.02.2 If more than one employee commenced work on the same day, placement on the seniority list will be determined by the numerical order of the employee number assigned by the Human Resources Department.

7.03 New employees shall be employed on a probationary basis for the first ninety calendar days of employment during which time they may be terminated by the Employer without showing cause or without recourse to the grievance procedure. This orientation period may be extended up to thirty days where the Hospital is of the opinion that the employee does not qualify for regular employee status but might so qualify if given the opportunity for further probationary employment. The decision to extend the orientation period must be approved by the Human Resources Director. The Human Resources Office shall notify the Union of any extensions. An additional thirty-day extension is permitted when the Hospital and the Union mutually agree to the extension.

7.04 **SENIORITY APPLICATION AND LAYOFF AND RECALL**
Layoffs shall operate on a departmental basis with general seniority governing.

7.05 **LAYOFF VOLUNTARY PROCEDURE**
Should it become necessary to reduce the working force in the bargaining unit, a voluntary reduction of scheduled hours or shifts will be considered on a departmental basis prior to implementation of the layoff procedure presented in 7.06 of this Agreement.

7.05.1 In the event that the number of employees requesting a reduction of hours or shifts exceeds manpower requirements, the granting of such requests will be at the discretion of the department head and shall not be subject to the grievance procedure of this Agreement.

7.05.2 Hours voluntarily reduced due to low census, commonly known as E.O.S. hours, will be counted as hours worked for the purposes of accruing earned time benefits.

7.06 **LAYOFF SENIORITY PROCEDURE**
If the voluntary layoff procedure described in 7.05 and 7.05.1 does not meet the required reduction in manpower, layoffs will be on the basis of the employees with the least general seniority, conducted on a departmental basis, provided the employees remaining on the department's payroll are qualified and immediately proficient to perform the work remaining to be done.

- 7.06.1 Layoffs shall be determined by the following order:
 A. Probationary, temporary or co-op employees.
 B. Departmentally as described in 7.06.
- 7.06.2 In the event of a layoff, the department head involved will notify the chief union steward advising them of the action taken within forty-eight hours of the announcement of the layoff.
- 7.06.3 A laid off employee will have replacement rights to another position within the bargaining unit only if the employee has prequalified and is proficient in the position and able to perform the job with eight hours orientation and provided he/she has greater seniority than the employee he/she replaces. An employee shall have prequalified for a position by having performed satisfactorily, according to the Employer's records, within the Hospital.
- An employee must provide notice to the supervisor of the intent to exercise replacement rights within 24 hours of the notice of layoff. If layoff notice is given to the employee on a Friday, the employee must give notice of intent to exercise replacement rights on the Monday following.
- 7.06.4 If the employee exercises his/her replacement rights and fails to perform satisfactorily in the position, he/she will be laid off and recalled only to the job from which he/she was originally laid off.
- 7.06.5 An employee who elects to take a layoff instead of replacing another employee may do so and still retain his/her seniority rights.
- 7.06.6 Layoffs of two days or less will be made by the Employer without regard to 7.06.3, 7.06.4 and 7.06.5 with the least senior employee in an affected job category being laid off first.
- 7.07 **RECALL AFTER LAYOFF**
 An employee still on the seniority list will be recalled to work by registered mail sent to his/her last address on the Employer's records. If the notice is sent to the last known address and is then sent back to the employer unopened, this fulfills the Employer's requirements. A copy of the letter will also be sent to the Union.
- 7.07.1 The Employer will determine how many in each department are to be recalled and will recall employees in order of seniority.
- 7.07.2 An employee who declines recall to his/her job will be considered to have quit.
- 7.07.3 An employee who declines recall to any but his/her regular job may continue his/her layoff without affecting his/her regular seniority. For the purposes of 7.07.3 "regular

job" will be defined as a job with the same job classification, (e.g. nursing assistant) at an number of hours no less than ninety percent (90%) of the average F.T.E. (six pay periods) from which the employee was laid off.

7.07.4 The Hospital will not hire an employee from outside the Hospital if a laid off employee qualified to fill the vacancy will accept recall to that vacancy within three calendar days. Laid off employees who wish to be considered must bid on those positions and will be considered according to Article 9.

7.07.5 An employee who has seniority equal to or more that the average length of seniority in the bargaining unit and who because of physical disability or loss of other qualifications is no longer able to perform the duties of his/her regular job may be transferred, in lieu of layoff, to another or part-time job at the applicable pay rate providing said job is available and the employee can prove proficiency of that job within 8 hours of training.

7.08 When hours/FTE of employees must be reduced, but all members of a work group must be present at once to fulfill the requirements of that work function, a similar but different procedure will be followed.

- A. The department head will explain the situation to the affected employees.
- B. Those who wish may work extra, available hours as needed.
- C. Those who wish may exercise replacement rights as described in Article 7.06.3.

7.09 **VETERANS**
An employee who returns from service in the armed forces of the United States of America will be granted re-employment and seniority rights to which he/she is entitled under whatever law or laws are in effect at the time of his/her return, and which apply to his/her case.

7.10 **TERMINATION OF SENIORITY**
The seniority of an employee will be terminated for:

- A. Voluntary quitting.
- B. Discharge for cause.
- C. Layoff for more than 12 months.
- D. Failure to report to work within three days after notice of recall to work by registered mail by the Employer to the last address on the Employer's records or the inability to serve because of employee's failure to notify of change of address.
- E. Absence from work for three consecutive scheduled days without notice to the Employer, or without providing a reason for his/her absence which is satisfactory to the Employer.
- F. Engaging in other employment during a period of absence.

- G. Absence because of illness or accident for a period in excess of one year.
- H. Retirement from active service of the employer.
- I. Failure to secure proper period of absence or failure to return by the expiration date of absence properly granted.

7.11 **SUPERVISORY SENIORITY**

The selection of the assignment of supervisory employees is the sole responsibility of the Employer and shall not be the subject of a grievance.

- 7.11.1 A bargaining unit employee promoted by the Employer to a supervisory position who elects to return to the bargaining unit, must do so within six (6) months of his/her promotion to the supervisory position. Returning to the bargaining unit, he/she would be credited with all seniority previously earned in the bargaining unit.
- 7.11.2 An employee transferring to a nonsupervisory position outside the bargaining unit who elects to return to the bargaining unit, must do so within six (6) months of his/her transfer.
- 7.11.3 Upon returning to the bargaining unit in either case described in 7.11.1 and 7.11.2, the employee will be credited with all seniority previously earned in the bargaining unit. The employee shall only be able to leave the bargaining unit one time during their tenure of employment per sections 7.11.1 and 7.11.2.

**Article Eight
Scheduling**

- 8.01 Work schedules covering at least a four-week period will be posted in the appropriate departments seven days prior to the first day of work so scheduled.
- 8.01.1 The Hospital will not change the basic scheduled week of any employee or group of employees after the the posting of the schedule, unless the change has been discussed with the affected employees.
- 8.02 An employee desiring to change scheduled work time may do so by trading time with a fellow employee of like fitness and ability, contingent upon supervisory approval.
- 8.03 When scheduling employees, seniority is one of the factors that may be taken into consideration by the Employer.
- 8.04 An employee shall not normally be scheduled to work more than seven consecutive days except when the Employer wishes to grant that employee's request.

- 8.05 Float pay at fifty cents (\$0.50) when the bargaining unit employee floats to work on another floor/unit during the period of work outside their primary/home unit.
- 8.06 A weekend differential of fifty-five cents (\$.55) per hour will be added to the hours worked in which a minimum of three hours is worked between 11:00 p.m. on Friday and 7:00 a.m. on Monday. The three-hour minimum does not apply to call-back hours. During the contract if non-bargaining employees receive an increase to the weekend differential, bargaining unit employees shall receive the same increase to the weekend differential.
- 8.07 If an employee is scheduled to work a holiday or weekend and for whatever reason fails to work the scheduled shift, the employee will be required to make up the missed holiday at the next contract recognized holiday (New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving and Christmas Day). Regarding weekends the time must be made up within the following 45 days.
- 8.08 Once the scheduler has approved open shifts for an employee, the employee shall not be floated off their unit, if available, a resource employee meant to float will be utilized in the event of a float. If not available an appropriately skilled employee will be floated to ensure proper patient care.

**Article Nine
Job Posting**

- 9.01 The existence of any permanent vacancy or new position within the bargaining unit shall be posted on the Employer's website. The posting will contain the following information: job title, pay grade, department, full or part-time, shift, and qualifications. The awarding of a posted job shall not limit the employer's right to make changes necessary for efficient Hospital operation.
- 9.01.1 In the case where the employer must post a temporary vacancy as set forth in Article 10, the provisions of Article 9 regarding the posting of permanent vacancies shall apply.
- 9.01.2 When practical, the Employer may choose to fill vacancies by offering additional hours to existing part-time or full-time employees within the department.
- 9.02 The notice shall be posted internally for three (3) calendar days including the day of the posting, prior to posting externally.
- 9.03 Applications shall be submitted via the Employer's website by employees within the bargaining unit and must be received by the Human Resource Office no later than the close of the day the posting is to be removed from the Employer's Website.

- 9.03.1 Temporary and PRN employees may bid for posted positions. They will, however, only be considered if there are no qualified regular employees bidding for the posted position.
- 9.04 The Employer may temporarily assign any employee to fill the vacancy during the posting and selection period. In the event an additional vacancy is created by an employee being selected for a job posting, the Employer may temporarily assign any employee to fill the created vacancy during the trial period and subsequent posting and selection period.
- 9.05 The Employer may select a qualified employee for the job vacancy from the list of job bidders based upon seniority and fitness and ability. The Employer will not make the determination of fitness and ability in an arbitrary or capricious manner. When the qualifications of job bidders are determined to be relatively equal, the senior employee will be selected for the job vacancy.
- 9.06 The employer will make a reasonable effort to fill vacancies by considering employees performing similar job functions in the bargaining unit. In these cases, general seniority will be used.
- 9.06.1 Employees who bid for posted positions will be notified by the hiring manager or Human Resources of the outcome of their bid. The bid winner will be moved to the accepted job posting, absent extenuating circumstances, within thirty (30) calendar days of notification unless the employee is notified of management's request for a different timeframe.
- 9.07 In the event there are not applicants or qualified applicants within the three-calendar day posting period, the Employer shall have the option of filling the vacancy from other sources in addition to those described in this article.
- 9.08 The following job trial period provisions shall apply:
- A. An employee bidding into a position within his/her job is expected to be immediately proficient in the new position.
 - B. An employee bidding into a position in a different job shall be on a ten-calendar day trial period. During such time the employee shall be paid at the appropriate rate.
- 9.08.1 Appropriate rate shall be the rate in the higher pay grade that is at least ten cents (\$.10) higher than the employee's rate in his/her former position. Thereafter, the employee shall receive the length of service increases specified for the new position.
- 9.09 In the event an employee bidding for a new job category is found to be not qualified during the trial period, his/her employment shall revert to the position he/she

previously performed prior to bidding for the new position.

- 9.10 When an employee successfully completes the trial period, that employee need not be considered for a posted vacancy for a period of six months.
- 9.10.1 Employees who are occupying a temporary position may not bid into another temporary position.
- 9.10.2 Regular employees occupying a temporary position remain regular employees.
- 9.11 An employee need not be considered for a posted vacancy until after he/she has completed six (6) months of employment.
- 9.12 An employee returning from a period of absence with a job guarantee as specified in Article 10 need not be considered for a posted vacancy until after he/she has completed three months' work after his/her return from such leave.
- 9.13 The decision to fill or not to fill a job opening remains a function solely reserved to the Employer.
- 9.14 New Employee Orientation – during the new employee orientation sessions the Union will provide a pamphlet including information about the Union that shall be given to all new bargaining unit employees. The packet shall include Union contact information, member benefit information along with facts and history about the Union. A sample copy of the packet will be provided to the Employer and any changes shall require notification to the Employer.
- 9.15 A list of new hires shall be furnished to the Union to include names, addresses, phone numbers and date of hire within 7 days after their orientation. If any of the employees are termed or voluntarily quit within the first 7 days, then the employee information will not be included on the list.

Article Ten Leave of Absence

- 10.01 The Employer and the Union jointly recognize that their basic obligation is to provide quality health care to the patients served. Subject to this basic obligation individual situations may arise which may justify the granting of a leave of absence by the Employer.

10.02 **DEFINITIONS**

- A. **Leave of Absence (L.O.A.):** The total length of absence including paid and unpaid time off. Period of absence shall be used in determinations of length of absence which affects return to employment, posting of temporary jobs to cover

absences, or total length of leave period.

- B. **Paid Time Off**: The part of the leave of absence during which the employee receives compensation from programs such as earned time, worker's compensation and short-term disability. During this paid time off the employee will continue to accrue seniority and the evaluation date will remain unchanged.
- C. **Unpaid Time Off**: That portion of a leave of absence which is not compensated. The employee shall retain all seniority status and fringe benefits accrued prior to this period.

10.03

MEDICAL DISABILITY LEAVE

A leave of absence may be granted in cases of illness, injury or other medical disability to the employee according to the Family Medical Leave Act.

10.03.1

Notification

A written request for a leave of absence due to a foreseeable medical disability shall be submitted to the Company's Leaves Team at least fourteen calendar days prior to the starting date of the leave, on the current Family Medical Leave Act forms provided by the Employer. In cases of emergencies, verbal permission must be obtained by the department head or Human Resources Department and the written form shall be completed by the employee as soon as possible.

10.03.2

Return to Work

Upon returning from a medical leave an employee will be eligible to return to the same position held when the leave began per the provisions of the Family Medical Leave Act. An employee returning from a medical leave, after expiring their protected leave under FMLA, will return to work through the posting procedure. Prior to returning to work, employees will be required to provide a release signed by his/her physician.

At the Employer's discretion, an extension of a leave of absence upon which the employee may return to his/her same position may be granted in cases where extraordinary circumstances, medical in nature, have occurred to the employee. The Employer shall consider the availability of replacement staff or other options to provide continuity of staffing to ensure that no undue hardship to the department is caused by the continued absence of the employee. An extension may be granted by the Employer for a period not to exceed ninety days. An employee must be qualified to resume his/her regular duties upon return from the extended leave of absence.

10.03.3

Use of Paid Time Off

Before unpaid time off will be considered, employees must use:

- A. Worker's compensation, if eligible
- B. Short-term disability, if eligible
- C. Earned time in excess of eighty hours

10.04 **PERSONAL LEAVE**

A Personal Leave is a non-job protected leave for an employee to take time off of work for a non-medical reason for a duration of 30 to 90 days. They must be an employee for 6 months and will have to exhaust PTO.

10.04.1 **Notification**

A written request must be made to the department head at least fourteen calendar days prior to the starting date of the leave, on a form provided by the Employer. In cases of emergencies, verbal permission must be obtained, and the written form completed as soon as possible.

10.04.2 **Duration of Absence**

Any extension to a leave of absence may be granted by the Employer. Employees should provide all relevant data as requested by the Employer.

10.04.3 **Return to Employment**

An employee who returns from a leave of absence of thirty days or less shall be given the same position as was held prior to the absence. An employee returning from a leave of absence of more than ninety days shall return to work through the posting procedure.

10.04.4 **Use of Paid Time Off**

Before unpaid time off will be considered, employees must use all earned time in excess of eighty hours.

10.05 **EDUCATION LEAVE**

An employee may be granted an educational leave of absence when such a program is for the mutual benefit of the Hospital and the employee.

10.05.1 **Notification**

A written request must be made to the department head at least thirty days prior to the starting date of the leave, on a form provided by the Employer.

10.05.2 **Duration of Absence**

The leave of absence shall extend no longer than the period of the educational program or one calendar year, whichever is less.

10.05.3 **Return to Employment**

An employee returning from an educational leave will return through the posting procedure.

10.05.4 **Paid Time Off**

Before unpaid time off can be considered, employees must use all earned time in excess of eighty hours.

10.06 **LEAVE FOR UNION BUSINESS**

An employee may be granted a leave of absence to serve in any capacity on official Union business. The Union agrees that in making its request for time off for Union business, due consideration shall be given to the number of employees affected in order that there be no disruption of the Hospital's operation due to lack of available employees.

10.06.1 **Notification**

A written request must be made to the department head at least thirty days prior to the starting date of the leave, on a form provided by the Employer.

10.06.2 **Duration of Absence**

The leave of absence shall extend no longer than the period of Union business or one calendar year, whichever is less.

10.06.3 **Return to Employment**

An employee returning from a leave for Union business for a period of 30 days or less will return to the same position. An employee returning from a leave for union business of greater than 30 days will return through the posting procedure.

10.07 **FAMILY LEAVE**

The Union and the Employer agree to abide by the terms of the Family & Medical Leave Act of 1993.

To be eligible for FMLA leave, an employee must have worked:

- At least 12 months, and
- Have worked at least 1,250 hours during the 12 months prior to the start of the FMLA leave, and
- Meet the requirements of the FMLA.

A leave of absence of up to 12 weeks per “rolling” year, that begins from the start of the initial FMLA occurrence, will be granted for the following reasons:

- For an eligible employee to care for a spouse, son or daughter, or parent, who has a serious health condition.
- For an eligible employee to care for a child after birth, or placement for adoption or foster care.
- For an eligible employee to care for a wounded military family member upon their return from deployment or in preparation of that deployment.

10.07.1 **Notification**

A written request must be made to the department head or Human Resources at least 14 calendar days prior to the starting date of the leave, on a form obtained in Human Resources. In cases of emergencies, verbal permission must be obtained, and the written form completed as soon as possible.

- 10.07.2 **Duration of Absence**
The leave of absence can be up to 12 weeks. The employee will provide medical certification of the serious health condition and the need for the employee to provide care. Time off beyond 12 weeks may be requested and may be granted at the Employer's discretion.
- 10.07.3 **Return to Employment**
An employee who returns from a family leave absence of 12 weeks or less shall be given the same position as was held prior to the absence. An employee returning from a family leave absence of more than 12 weeks shall return to work through the posting procedure. When an employee returns to work from an intermittent leave the Employer has up to 48 hours to get the employee back on the schedule.
- 10.07.4 **Use of Paid Time Off**
Employees must use all earned time in excess of 80 hours before unpaid time off will be considered.
- 10.08 **EXCUSED ABSENCE**
An excused absence, may be considered for a period not to exceed seven calendar days without applying for a leave of absence. This will not affect the employee's seniority. An excused absence will not be considered until an employee has used all accrued earned time in excess of eighty hours.
- 10.09 **USE OF TEMPORARY REPLACEMENTS**
In the case that a department head grants a leave of absence of ninety days or less (or 180 days or less for an extended period of absence as referred to in 10.03.3) and that employee will return with a job guarantee, the department head may choose to use a temporary replacement for that employee. In that event, the job will be filled through the posting procedure.
- A regular employee who successfully bids into that temporary vacancy will have the right to return to the job previously held when the employee on the leave of absence returns.
- When there is a vacancy created by selecting a regular employee as a replacement for an employee on a leave of absence, the Employer may temporarily assign any employee to fill the created vacancy.
- 10.10 Employees who are returning to work under the posting procedure shall be considered as an inactive employee for administrative purposes, while bidding for posted jobs, for a period of time which extends no longer than either twelve months from the beginning of the leave of absence or three months from the end of the leave of absence, whichever is greater.

- 10.11 An employee will be considered to have terminated employment from the Hospital when:
- A. The employee fails to return upon the expiration of a leave of absence;
 - B. The employee fails to return to work within the time limits described in 10.10;
or
 - C. The employee fails to accept a position for which they have bid upon.

10.12 An employee must contact Human Resources and the department head two weeks prior to the expiration of the leave of absence indicating their intent to return to work.

Article Eleven
Jury Duty

11.01 In the event an employee is required to serve jury duty, the Employer will grant the leave for a period of time service is required on such jury not to exceed thirty days. The employee will retain their court payments. In the event the employee is required to serve longer than thirty days, the employee may request an extension of the leave, subject solely to the approval of administration.

11.02 In order to be eligible for payment, an employee must notify his/her supervisor within twenty-four hours after receipt of notice of selection for jury duty. The employee must furnish a written statement from the appropriate public official showing the date and time served and the amount of pay received.

11.02.1 The employee will be paid for the actual time of any jury service, plus will retain any payment by the court.

Shift Considerations:

2nd Shift/P.M. Shift: The employee will not be required to work the 2nd shift on the same day of jury duty, but the employee will have the option to work a 2nd shift upon the approval of the supervisor.

3rd Shift/Night Shift: The employee will not be required to work the 3rd shift on the same day of jury duty, but the employee will have the option to work a 3rd shift upon the approval of the supervisor.

11.02.2 If the team member is excused by the court, the team member should report to work to complete the normal schedule provided at least two hours of work time is remaining.

11.03 An employee required to appear in court on legal proceedings on behalf of the Employer shall receive compensation at his/her regular straight time hourly rate of pay. Such hours shall not be considered as time worked in the computation of daily or weekly overtime.

Article Twelve
Military Leave

- 12.01 It is the policy of the Employer to cooperate fully in all activities furthering the cause of national defense. Employees who are members of any United States Military Reserve or National Guard unit will be granted leave of absence to attend training exercises or take part in emergency activities in accordance with the Military Code of Iowa. Such leave will not be charged to the employee's regular earned vacation time unless at the employee's request. Military orders are to be attached to a military leave request. The Employer will follow all rules and regulations prescribed under federal and state USSERA laws.

Article Thirteen
Bereavement Pay

- 13.01 All team members regularly scheduled and budgeted to work at least 32 hours or more per pay period shall be given time off with pay to attend a funeral or memorial service according to the following schedules provided, however, that the time off shall be within one week of the death or service.
- 13.01.1 When death occurs to an employee's legal spouse/domestic partner, mother, father, or child, such employee upon request will be excused for a period of five consecutive calendar days and paid for any scheduled shifts falling within this five-day (5) period at the employee's regular straight time rate.
- 13.01.2 When death occurs to an employee's legal brother, sister (including stepbrother, stepsister), stepparent or stepchild, grandparents, grandchildren, mother or father-in-law, brother or sister-in-law, son or daughter-in-law, foster, such employee shall be excused for a period of three consecutive calendar days and paid for any scheduled shifts falling within this three-day period at the employee's regular straight time rate.
- 13.01.3 When death occurs to an employee's aunt, uncle, nephew, niece, step-parent-in-law, great-grandparents, or grandparents-in-law, such employee shall be excused for one day to attend the funeral and be paid for any scheduled shift occurring on that day at the employee's regular straight time rate.
- 13.01.4 Deaths of step-grandparent in-law does not qualify for funeral leave under this Agreement or any Hospital policy.

- 13.01.5 If a death in the family occurs while the employee is on scheduled PTO, the employee will be paid funeral pay, for a pro-rated amount of funeral pay, based on the employee's hired FTE times the number of days for that category of relative.
- 13.02 Bereavement pay is intended to provide for time off without loss of income, but not to increase income. Nonworking days shall not be compensable.
- 13.03 Upon obtaining approval, an employee may use earned time to attend the funeral of persons not specifically mentioned in this article.
- 13.04 Unpaid Child Bereavement Leave: Team members eligible for FMLA or budgeted to work at least 32 hours per pay period will be given two weeks (10 working days) of unpaid leave in addition to bereavement due to the death of a child.
- 13.05 The employee may be asked to provide proof of the funeral or memorial service. Examples of items that may be provided: copy of a recent obituary, funeral service remembrance card, agenda of the service, etc.

**Article Fourteen
Earned Time**

Earned time is a system of awarding time off with pay. It replaces vacation, holidays, birthdays, and sick leaves. Whenever employees have a need for time off with pay, earned time is used.

- 14.01 **ACCUAL OF EARNED TIME**
Employees begin accumulating PTO on their first day of employment and they may request PTO as soon as hours have accrued/earned. Earned time will be accrued on hours paid. Authorized EOS days will also accrue Earned Time. Eligibility for Earned Time Accrual will be for all employees above 32 hours per pay period. Team members will accrue on the following schedule:

- 14.01.1 **Rates of Accrual**

Plan	During Years	Days Per Year (Full-time Associates)	Accrual Rate Per Hours Paid
A	0 – 4	24	.0923
B	5 - 9	29	.1115
C	10 - 14	32	.1231
D	15 - 19	35	.1346
E	20+	36	.1385

14.01.2 PTO is accrued on the basis of years of service and hours paid upon a maximum of 80 hours worked in a pay period. PTO is not accrued for differentials, overtime, PTO cash out, Long Term Disability, Short Term Disability and Worker's Comp. PTO cannot be taken above hours scheduled for the day or your budgeted FTE per pay period.

14.02 **MAXIMUM EARNED TIME BALANCE**
The maximum balance beyond which no additional earned time will be accrued: will be 320 hours. Due to the COVID-19 pandemic the maximum accrual for PTO will be extended to 400 hours till December 31, 2022. Any excess accrual over 320 hours, at that time, will be lost if not used prior to that date. The 320-hour accrual maximum accrual rate will be reinstated as of January 1, 2023.

14.03 **PROBATIONARY EMPLOYEES**
Probationary employees will accrue earned time at the appropriate rate and will be allowed to use their earned time, with the supervisor's approval, for any reason other than vacations.

14.04 **EARNED TIME PAY RATE**
Earned time will be paid at current rate of employee's pay at time of use for normally scheduled hours. Such earned time off pay shall not include any differential or premium type pay.

14.05 **SCHEDULED USE OF EARNED TIME**
Earned time may be scheduled for a variety of reasons -- holidays, vacations, birthdays, etc. However, as with any request for time off, requests for earned time days must be planned in advance in order to give a request due consideration. The maintenance of proper staffing levels is a prime responsibility of the department head; therefore, the following will affect these requests:

14.05.1 Maximum blocks of scheduled time off in any calendar year:
Plan A: 2 calendar weeks
Plan B: 2 calendar weeks
Plan C: 3 calendar weeks
Plan D: 4 calendar weeks
Plan E: 4 calendar weeks

The Hospital may grant requests for blocks of time in excess of these limitations at the discretion of the Hospital.

14.05.2 An employee must file a written request for scheduled earned time by the following dates in order to have seniority apply in scheduling except for the scheduling of legal holidays. This holds true of days of earned time or blocks of earned time requests.

<u>Employee Requests By</u>	<u>For Earned Time Scheduled During</u>	<u>Tentative Notification By</u>	<u>Final Notification By</u>
11/1	1/1 through 3/31	12/1	12/15
2/1	4/1 through 6/30	3/1	3/15
5/1	7/1 through 9/30	6/1	6/15
8/1	10/1 through 12/31	9/1	9/15

An employee making an earned time request with seniority, and not receiving notification by the final notification date, will be considered as granted.

The preference of earned time requests will be given to the employee with the greater seniority subject to the Employer retaining a sufficient number of qualified employees at all times for the operation of the Hospital. The number of qualified employees will be determined by the Employer.

- 14.05.3 Seniority will apply to one earned time request per year per employee for a block of one week or more. Seniority will also apply to one earned time request per year per employee for a single request of up to three days.

On a seniority request, the employee must have at least 50% of the requested Earned Time hours in their Earned Time bank at the time of the request but must have 100% at the time of use.

- 14.05.4 Earned time must be taken when a department or unit is closed down or staff reduced for a holiday, unless the department head authorizes an employee to work during that day.

14.06 **UNSCHEDULED USE OF EARNED TIME**

It is recognized that employees will use earned time days for situations which may not be scheduled (i.e. personal illness or injury, illness in the family, emergency or serious family problems). It must also be recognized, however, that unscheduled days off present serious staffing difficulties in providing for adequate patient care. Therefore, the following provisions shall apply:

- 14.06.1 Earned time pay shall be granted for any bona fide illness or injury off the job beginning with the first day. Earned time pay shall begin from the first day for on-the-job injuries and continue until worker's compensation becomes effective, if the employee is otherwise eligible for earned time pay. In the event the worker's compensation pays for the employee's entire time away from work, the employee will pay back the earned time pay to the Employer that he/she received at the start of such injury, and the Employer will reinstate the earned time days to the employee's balance.

- 14.06.2 The employee unable to report to work shall give notice of his/her inability to report

for duty as soon as possible, but no in case less than two hours before the beginning of their scheduled shift, except in extreme cases. Notification procedures shall be structured departmentally.

14.06.3 Failure to call in daily to report illness, unless hospitalized, shall result in corrective discipline and forfeiture of that day's earned time pay. Employees will be required to report their illnesses daily. The manager will have the right to request a doctor's verification if the absence is longer than 3 days or more. If the illness has an extended duration of 7 days or more the attending physician shall provide, in writing, a note that identifies the expected date of return. This statement by the physician must be sent to the supervisor within one week of documentation by the physician. The employee must notify the supervisor of any change in the expected date of return to work and provide additional physician documentation.

14.06.4 Any employee who fails to call and report an absence three scheduled days in succession shall be terminated, except in extreme circumstances.

14.06.5 In those cases where it is believed an employee is abusing the sick pay or unscheduled earned time pay privilege, the Employer will request the employee to furnish a physician's statement certifying illness and dates of necessary absence. The Hospital also reserves the right to have an employee who is on leave for medical reasons to undergo independent medical examinations to verify the accuracy of the employee's physician statement. If such examination is requested by the Hospital, the Hospital shall pay for the expense of such examination. If there is a conflict on the initial decision and the second opinion the Hospital will pay for a third review which will be with an out of network provider.

14.07 **SUPPLEMENTAL EARNED TIME PAYMENT**
Employees have the option of having extra hours of Earned Time paid from their Earned Time balance. A maximum of 40 hours per calendar year, in increments of 5 hours, may be paid out twice a year during two designated times: In May and again in December upon declaration of the payout at open enrollment time the previous year.

14.08 **EARNED TIME DONATION OPTION**
Bargaining unit staff will be eligible for PTO Donations on the same basis as non-bargaining unit staff.

14.09 **PAYOUT OF EARNED TIME**
An employee will be paid for all his/her unused earned time when he/she terminates, provided:

14.09.1 He/She has been employed for six months, and

14.09.2 Proper notice of resignation has been given as specified in Section 19.02.

- 14.09.3 Payout may be further restricted by Sections 19.03 and 19.04.
- 14.09.4 If an employee has incurred an outstanding debt to the Employer, the Employer has the right to recover that debt through the reduction in the employee's earned time.

**Article Fifteen
Strikes and Lockouts**

- 15.01 The Union agrees that during the term of this Agreement, it will not authorize, instigate or approve any strike, work stoppage, slowdowns or other activity which interferes with the Employer's operation and that its members who are employees of the Employer will render efficient and diligent service. The Employer agrees that there will be no lockout of its employees. It is understood and agreed that the term "lockout" does not include the shutting down or discontinuance of all or a part of the Employer's operations for business reasons.
- 15.02 Any employee whether or not a member of the Union engaging in, participating in or encouraging any violation of this article may be disciplined or immediately discharged without notice by the Employer. This provision will be subject to the grievance procedure only as to whether or not an employee has participated in or encouraged such action.

**Article Sixteen
Training and Education**

Consistent with sound manpower training and development practices, hospital-based training and education programs shall be established to meet the needs of both the employee with the bargaining unit and patient care.

- 16.01 **JOB RELATED TRAINING**
When specialized training sessions are released in advance, in accordance with Article Eight, the employee is responsible for scheduling that training and notifying their leader in writing so it can be placed on their schedule. In cases where training sessions are released with short notice and after the schedule is posted, the Employer will assist the employee with finding the appropriate coverage. Once training is scheduled and the employee fails to attend their scheduled training session, the employee will receive one absence, except in cases where there is a change requested by the Employer.
- 16.02 **ADVANCEMENT EDUCATION**
Advancement education shall mean training outside job classification and/or department of the employee. Two types are defined.
- 16.02.1 **Employer Requested**
Where such training is at the request of the Employer, the employee shall be

compensated at his/her regular rate of pay based on scheduled hours plus any related expenses such as registration fees and travel expenses.

16.02.2

Employee Requested

Where such training is at the request of the employee, there shall be no compensation from the Employer.

16.03

While every effort will be made to take advantage of the newly acquired skills of an employee who initiated and completed advancement training pursuant to 16.02 and 16.02.2, it is impossible to guarantee a specific position with a job classification.

16.04

Repayment is required under the following conditions:

- Failure to remain in a benefit eligible employment status within any UPH employer for more than twelve months after the ending date of the reimbursed course(s) for any reason.
- In the event a team member's position is eliminated due to a reorganization or restructuring and there are no other comparable or appropriate positions for the team member to apply for or was not awarded the position upon applying, the team member will not be obligated to repay the tuition support.

**Article Seventeen
Safety and Health**

17.01

SAFETY COMMITTEE

In compliance with the Standards of the Joint Commission on Accreditation for Hospitals, a safety committee shall be established. The Employer will post a notice on the bulletin board regarding openings on the committee and will give a copy of the notice to the chief steward. The notice will contain information as to how an interested employee may apply. The names of new members selected by the Employer to serve on the committee will be posted on the bulletin board.

17.02

POST EMPLOYMENT HEALTH EVALUATIONS

Employees are required, as Hospital policy, to maintain proper health evaluations throughout their employment. The Employer will pay for any health assessments that are required by law and hospital policy for continued employment, provided they are performed at the Employer's approved provider. Health assessments provided at the employee's provider of choice will be at the employee's own expense.

17.03

Any employee with an abnormal report that would affect their job function or cause a health hazard for themselves, co-workers or patients shall not be scheduled for work until a full release is obtained and approved by the Hospital.

17.04 In the event the employee has not had the required tests and physical exam completed within 30 days from the receipt of the lab requisition, the employee will not be allowed to work until the studies are completed and the reports analyzed. No use of paid time off or E.O.S. will be allowed for this time.

17.05 **Drug-Free Workplace**
Employees and the Employer are covered by the Drug-Free Workplace Act of 1988, which requires the employer to certify that the workplace is drug-free. Employees are notified at the time of employment that the unlawful manufacture, distribution; dispensing, possession or use of a controlled substance is prohibited in the workplace and will result in disciplinary action. Employees seeking assistance for drug dependency will be treated confidentially and this assistance will not jeopardize the employee's job. Assistance is available through the Allen Employee Assistance Program (EAP) at no charge.

Article Eighteen Voluntary Service

18.01 Voluntary organizations and workers perform services in the Hospital that are a valuable and necessary adjunct to the welfare of patients and to the operation of the Hospital. Also, the Hospital engages in education and research which involves persons performing tasks and being taught to perform tasks which are similar or identical to work of employees of the Hospital. The Hospital shall continue to have the right to avail itself of any and all such voluntary services and to engage in such educational research activities. Volunteers and persons engaged in education and research activities shall not be used for the purpose of displacing a regular employee.

Article Nineteen Employee Resignation

19.01 An employee covered by this Agreement electing to resign his/her employment will give the Employer two weeks written notice.

19.02 An employee shall forfeit accrued earned time balance when he/she:

1. Terminates employment without giving the Employer the required notice,
2. Leaves his/her employment before the end of two-week period or during the two weeks notice of termination period,
3. The employee fails to work scheduled days due to reasons other than an excused illness, family bereavement, or an FMLA absence or
4. Is terminated for just cause. Not included in this use of "just cause" are terminations for reasons of mere inability to perform the job.

- 19.03 The Employer may require an employee who has given the required two weeks written notice to terminate before the scheduled termination date. In this event, the employee will receive his/her regularly scheduled pay and accrued earned time through the originally scheduled termination date.
- 19.04 An employee having completed the orientation period shall receive two weeks' pay in lieu of notice, including accrued earned time pay for an involuntary termination not connected with misconduct. Involuntary terminations connected with mere inability to perform the job shall not exclude an employee from this provision.

Article Twenty Employee Discounts

- 20.01 Employees and their spouse and the employee's dependents shall become eligible for discounts immediately upon employment as long as such programs are available to the general employee population.
- 20.02 **CAFETERIA**
Meals are available at a discount to any employee with an I.D. badge in the cafeteria when open. The cafeteria discount will be no less than the discount provided any other Allen Health System employee.

Article Twenty-One Health Insurance

- 21.01 Group health coverage of the existing Employer's health plan will be made available to all eligible employees (i.e. those who regularly work or are regularly scheduled to work sixteen (16) hours or more per week, thirty-two hours (32) in a two-week pay period).
- 21.02 Employer health insurance contribution rates for the bargaining unit employees will be the same as the non-bargaining employees.
- 21.02.1 Part-time employees, defined as .79 FTE or lower, will have an adjusted medical premium that is equivalent to one and a half the medical premium rate of a Full-time employee.
- 21.03 **Dental Insurance Plan**
The Employer will be made available to all eligible employees. Contribution rates for the Bargaining Unit employees will be the same as the Non-Bargaining employees. Eligibility for coverage is defined as those employees regularly working 16 hours or more per week or 32 hours or more in a pay period. The Hospital reserves the right to terminate the dental plan if there is insufficient participation by employees.

- 21.04 Life Insurance
Employer provided life insurance will be in the amount of one time annualized base pay up to a maximum of \$100,000 for fulltime at .8 FTE and above and \$10,000 for part-time.
- 21.05 Vision Plan
The Employer will be made available to all eligible employees. Employer contribution rates for the bargaining unit employees will be the same as the non-bargaining employees.

**Article Twenty-Two
Pension**

- 22.01 The Employer agrees to maintain in effect a pension plan. The plan specifications are found in the summary plan description. The provisions of the plan shall govern in all matters pertaining to the pension. The pension plan shall not be subject to the grievance procedure.
- 22.02 At retirement a participant will receive a benefit equal to nineteen dollars and seventy-five cents (19.75) per month for each year of credited service prior to January 1, 1989. In no event will the benefit be less than the participant's accrued benefit as of December 31, 1986.
- Effective January 1, 2016 will receive a benefit equal to twenty-five dollars and sixty (\$25.60) per month for subsequent years of credited service after January 1, 2016. In no event will the benefit be less than the participant's accrued benefit as of December 31, 1986.
- As of January 1, 2022, all current active bargaining unit employees will remain in the current pension plan. All new bargaining unit employees or transfers into the bargaining unit on or after January 1, 2022 will not be eligible for the pension but will be eligible to participate in the same Iowa Health System Section 401K Retirement Savings Plan offered to non-bargaining employees.

**Article Twenty-Three
Severability and Savings**

- 23.01 In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provisions shall be voided. All other provisions of this Agreement shall continue in full force and effect.

23.02 In the event any provision is held or determined to be invalid, the Employer and the Union agree to meet within thirty days following such holding or determination for the purpose of negotiating a substitute clause to replace the provisions found to be invalid.

**Article Twenty-Four
Miscellaneous**

24.01 Lounge, lunchroom, and locker facilities shall be provided by the Employer.

24.02 The Employer agrees to provide parking facilities at the Employer's location.

24.03 The Employer agrees not to enter into any agreement or contract with employees covered by this Agreement which conflicts with the terms and provisions of this Agreement.

24.04 Employees will not be required to follow any practice contrary to federal or state law or regulation.

24.05 No employee, or applicant for employment, will be requested or required by the Employer to be the subject of a polygraph (lie detector) test.

24.06 The Employer will provide short-term disability coverage for employees. Employees whose FTE in the HR system at the time of disability is .40 FTE (32 hours) or more, per pay period will receive 60% of their weekly gross wage rate to a maximum of \$2,500 per week benefit for total disabilities for a period of six months(180 days) after a seven-day (7) exclusion/waiting period.

24.07 The Employer will offer Flexible Spending Accounts for Medical and Dependent Care Expenses to bargaining unit employees subject to a minimum participation level of at least 25 employees for the Medical Expenses Flexible Spending Account and at least 25 employees for the Dependent Care Expenses Flexible Spending Account.

24.08 It is acknowledged and agreed that in the course of negotiations preceding the execution of this Agreement matters and issues of interest to the Union, to employees and the Hospital pertaining to wages, hours and other terms and conditions of employment were fully considered and negotiated, that each party was afforded the unrestricted right to pursue and discuss proposals pertaining to such matters, and that the understanding and agreements arrived at by the Parties during the course of such negotiations are fully set forth in this Agreement. This Agreement constitutes the entire Agreement between the parties and supersedes all previous agreements, commitments, or practices, whether oral or written, unless expressly stated in this Agreement.

24.09 The Employer will provide access to the same voluntary/supplemental benefits that it offers non-union employees for the term of this Agreement. Pet insurance for bargaining unit employees will be the same as non-union employees.

Article Twenty-Five
Duration of Agreement

The term of this Agreement will be from January 1, 2022 through December 31, 2023. The effective date of the Agreement will be January 1, 2022, except as otherwise specifically agreed to, and shall continue in full force and effect through December 31, 2023 and shall continue from year to year thereafter unless either party serves notice in writing, upon the other party ninety days prior to the expiration date, of its desire to terminate or modify the provisions of this Agreement.

Employer
Allen Memorial Hospital Corporation
by



Pamela Delagardelle
Chief Executive Officer/President
Allen Memorial Hospital Corporation

Date: 01-04-2022

Union
Professional and Health Care Employees
Division, District Local 431, UFCW,
by



Danielle Johnson
Union Representative
District Local 431

Date: 1-4-2022

Appendix A

ALLEN MEMORIAL HOSPITAL/UFCW PAY RATES

Effective Date: February 13, 2022

Shift Differential: 3 pm – 11pm	\$2.05	Float Differential:	\$0.50
11pm – 7 am	\$2.25		
Weekend Differential:	\$0.55	Weekend & Holiday Standby	\$3.25
Standby Premium:	\$2.25		

BARGAINING UNIT WAGE SCHEDULE

New Hire	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9
Experience	0	6	12	24	36	48	60	72	84
	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH	MONTH
Grades									
1			\$15.3000	\$15.6060	\$15.9181	\$16.2365	\$16.5612	\$16.8924	\$17.8500
2		\$15.3000	\$15.6060	\$15.9181	\$16.2365	\$16.5612	\$16.8924	\$17.2302	\$18.1050
3	\$15.3000	\$15.6060	\$15.9181	\$16.2365	\$16.5612	\$16.8924	\$17.2302	\$17.5749	\$18.3600
4	\$15.3510	\$15.6580	\$15.9712	\$16.2906	\$16.6164	\$16.9487	\$17.2877	\$17.6335	\$19.1250
5	\$15.5040	\$15.8141	\$16.1304	\$16.4530	\$16.7821	\$17.1176	\$17.4601	\$17.8092	\$19.6350
6	\$15.8100	\$16.1262	\$16.4487	\$16.7777	\$17.1133	\$17.4556	\$18.1538	\$18.9707	\$19.8900
7	\$16.1262	\$16.4487	\$16.7777	\$17.1133	\$17.4556	\$17.8046	\$18.4278	\$19.0728	\$20.1450
8	\$16.4487	\$16.7777	\$17.1133	\$17.4556	\$17.8046	\$18.1607	\$18.7964	\$19.4543	\$20.6487
9	\$16.7777	\$17.1133	\$17.4556	\$17.8046	\$18.1607	\$18.5239	\$19.1722	\$19.8433	\$21.1648
10	\$17.1133	\$17.5410	\$17.9796	\$18.4291	\$18.8898	\$19.3620	\$20.0397	\$20.7411	\$21.6940
11	\$17.4556	\$17.8919	\$18.3392	\$18.7977	\$19.2676	\$19.7493	\$20.4405	\$21.1559	\$22.2363
12	\$17.8046	\$18.2497	\$18.7060	\$19.1737	\$19.6530	\$20.1443	\$20.8493	\$21.5791	\$22.7922
13	\$18.1607	\$18.7964	\$19.4543	\$20.1351	\$20.8398	\$21.5692	\$22.4320	\$23.3293	\$24.2624
14	\$18.5239	\$19.1722	\$19.8433	\$20.5378	\$21.2566	\$22.0006	\$22.7707	\$23.5676	\$24.9903
15	\$18.8944	\$19.5557	\$20.2402	\$20.9486	\$21.6817	\$22.4406	\$23.3382	\$24.2718	\$25.7400
16	\$19.2723	\$19.9468	\$20.6450	\$21.3676	\$22.1154	\$22.8894	\$23.8051	\$24.7572	\$26.5122
17	\$19.8890	\$20.6846	\$21.5120	\$22.3725	\$23.2673	\$24.1981	\$25.2869	\$26.4248	\$27.6140
18	\$20.4857	\$21.5100	\$22.5855	\$23.7147	\$24.9004	\$26.1455	\$27.4528	\$28.8254	\$30.2667
19	\$21.3778	\$22.4466	\$23.5690	\$24.7474	\$25.9848	\$27.4140	\$28.9218	\$30.5125	\$32.1906
20	\$23.5059	\$24.9163	\$26.4113	\$27.9959	\$29.6757	\$31.4562	\$33.0290	\$34.6804	\$36.4145

WAGE INCREASES

A 2.0% across the board pay increase each year of the contract to be paid to all bargaining unit employees, not on a third level disciplinary plan. This begins with the first pay period in February. For 2022 that date is February 13, 2022; for 2023 that date is February 17, 2023. Each employee will remain in the step that they were previously in and be paid at the negotiated rate shown. These increases are only for the term of the contract and will not be given after the termination unless agreed to by the Parties.

Appendix B

Job Titles and Salary Grades

Job Title	Salary Grade
DELIVERY PERSON GUEST RELATIONS ASSOCIATE RECEIVING TECHNICIAN I SUPPLY TECHNICIAN I INSTRUMENT TECHNICIAN ASSISTANT	1
DISHWASHER TRAY ASSEMBLER CAFETERIA WORKER SUPPLY TECHNICIAN II	2
ENVIRONMENTAL SERVICES ASSOCIATE HOUSEKEEPER - EVS FLOOR TECHNICIAN STOREROOM CLERK LEAD TRANSPORTER RADIOLOGY SERVICES ASSISTANT LAUNDRY ASSOCIATE LEAD MEDICAL ASSISTANT I-SECRETARY LAB PHLEBOTOMIST-MEDICAL ASSISTANT I REHAB TECHNICIAN-PT/OT/SPEECH RECEIVING TECH II SUPPLY TECHNICIAN III TRAY PASSER LEAD OPERATING ROOM TECHNICIAN CASE CARTS	3
MEDICAL ASSISTANT II-SECRETARY LAB MEDICAL ASSISTANT II/PHLEBOTOMIST SUPPLY CHAIN LEAD	4
INSTRUMENT TECHNICIAN-PROCESSING CARDIOLOGY TECHNICIAN ENDOSCOPY TECHNICIAN RELEASE OF INFORMATION TECHNICIAN	5
ACUTE CARE COORDINATOR PATIENT CARE TECHNICIAN (Hospital) PATIENT SAFETY COMPANION PERI-OPERATIVE ASSISTANT OPERATING ROOM ASSISTANT HEALTH INFORMATION TECHNICIAN I	6
UNIT COORDINATOR UNIT COORDINATOR/PATIENT CARE TECHNICIAN (Hospital)	7

	8
COOK	9
CENTRALIZED SCHEDULER PROCEDURAL SERVICES SCHEDULER ADMITTING TECHNICIAN (Hospital) TRANSCRIPTION (Radiology) COOK LEAD CAFETERIA LEAD	10
	11
SURGICAL TECHNOLOGIST NON-CERTIFIED	12
OPERATING ROOM TECH-CASE CARTS LEAD ENVIRONMENTAL SERVICES LEAD MAINTENANCE I	13
ADMITTING TECHNICIAN LEAD (Hospital) CENTRALIZED SCHEDULER LEAD OUTPATIENT SERVICES LEAD	14
MAINTENANCE II	15
	16
PAINTER CERTIFIED FACILITIES TECHNICIAN	17
LICENSED MAINTENANCE I FIRE SYSTEM MAINTENANCE SAFETY SYSTEM MAINTENANCE CARPENTRY MAINTENANCE	18
LICENSED MAINTENANCE II	19
MAINTENANCE LEAD	20

**Memorandum of Understanding I
between
Allen Memorial Hospital Corporation
and
District Local 431, U.F.C.W.**

It is the intent of both parties that every reasonable effort will be made to schedule employees in all departments and nursing units in accordance with the following provisions.

1. Floating of Nursing Service staff:
 - A. When it becomes necessary to float additional personnel, in the absence of volunteers, the Hospital will determine the employees who will float.
 - B. It is desirable to encourage open communication and personnel floated from a unit and the regular unit personnel.
2. Seniority: Whenever and wherever possible, more senior personnel will be given more favorable choices in scheduling than employees with lesser longevity.
3. Additional Hours: Each department will develop a list of employees willing to work additional hours when needed.
4. Temporary Assignments: Whenever possible, employees will be selected on a voluntary basis when temporarily filling in for employees on leave of absence/period of absence and during the posting period.
5. Shift Rotation: Shift rotation will be held to a minimum; less senior employees will be utilized when possible. Employees will be allowed a choice, when practical, of rotating on a "block" schedule, or of rotating on a day-by-day basis. Whenever possible, employees will be allowed a full day off between rotated shifts.
6. Overtime: When possible, the Hospital will use volunteers for overtime work. When using volunteers is not possible, mandatory overtime work will follow the principle of senior may, junior must, among qualified employees.
7. The Employer may change the schedule at any time due to immediate termination within the department, employee illness, employee bereavement leave, census fluctuations, or reasons beyond the control of the Employer. When such changes are made, the Employer will make every attempt to notify the employee at least 24 hours in advance of the scheduled day which has been changed and to make such changes by inverse seniority.
8. The Employer retains the exclusive right to require an employee to "float" or transfer to a different position without regard to seniority. Rotation of floats will be equalized when and wherever possible.

9. The Hospital, when scheduling days off, will attempt to arrange regular days off when possible.
10. The Employer will make every reasonable effort to schedule employees to only work like number of weekends within each department.
11. The Employer will make every reasonable effort to schedule employees so that there is at least twelve hours rest between shifts.
12. Time off on legal holidays will be scheduled by the Employer with an effort to equalize the number of legal holidays employees within a department will be required to work.
13. The Parties agree the Hospital has the right to continue its current practice of requiring employees to take earned time prior to considering taking time off unpaid.
14. Upon a voluntary basis, employees can work up to a 12-hour schedule, if requested.
15. If holiday schedules need to be changed the Employer will make every effort to contact the affected employee(s) before posting the schedule.
16. If an agreement is reached and ratified by December 15, 2021, the bargaining unit employees shall be paid the "COVID bonus" in the same manner as the non-bargaining employees were paid.
17. Patient Care Technicians and Patient Safety Companions to receive Extra Hours Differentials where crisis vacancies exist (dept has 20% or greater hired FTE vacancies; or other open hours due to LOA or orientations), shifts picked up after the schedule is posted that are greater than the team member's scheduled hours will be paid an additional differential of 50% of base pay rate. Will qualify for the extra hours differential if the reason he/she has not worked the minimum number of hours in a pay period is due to request by the Hospital not to work his/her scheduled hours due to reduced workload, or a qualifying paid absence under Jury Duty or Bereavement Leave Policy. Will be reviewed monthly and may be discontinued at any time.

As these provisions are developed and implemented, it is understood by both parties that there will be a continuing need for evaluation to ensure continuity of patient care.

Perceived violations of this memorandum will be reviewed by the Vice President Human Resources and the Union Representative at the request of either party.



Pamela Delagardelle
Chief Executive Officer/President
Allen Memorial Hospital Corporation

Date: 01-04-2022



Danielle Johnson
Union Representative
District Local 431

Date: 1-4-2022

**Memorandum of Understanding II
between
Allen Memorial Hospital Corporation
and
District Local 431, U.F.C.W.**

Allen Memorial Hospital and the United Food and Commercial Workers Union District Local 431, agree to the following:

It is understood that students of bona fide nursing programs are employed on a part-time basis during their junior and senior school years as nurse technicians. They also may work full-time for a short duration during the summer or other vacations from school.

The Article 1.01 of the Labor Agreement excludes these persons from the bargaining unit and the provisions thereof. It is not intended to exclude persons other than bona fide nursing students. Student nurses who are working in jobs other than nurse technicians are not excluded.



Pamela Delagardelle
Chief Executive Officer/President
Allen Memorial Hospital Corporation

Date: 01-04-2022



Danielle Johnson
Union Representative
District Local 431

Date: 1-4-2022