LABOR CONTRACT

BETWEEN

SWIFT COUNTY BENSON HOSPITAL

AND

LOCAL 2053, COUNCIL 65, AMERICAN FEDERATION OF

STATE, COUNTY AND MUNICIPAL EMPLOYEES

AFL-CIO

GENERAL UNIT

June 1, 2018 to May 31, 2019

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ARTICLE 1
PURPOSE AND MANAGEMENT RIGHTS

1.1 THIS AGREEMENT, entered into by the Swift County-Benson Hospital, hereinafter referred to as the "Hospital" or the "Employer", and Local 2053, Council 65, American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the hospital and the Union; the establishment of an equitable and peaceful procedure for the resolution of differences; and the establishment of rates of pay, hours of work, and other conditions of employment, all of which the parties hereto believe and affirm will insure the welfare and benefit of the public.

1.2 Except as specifically limited by the express written provisions of this Agreement, the management of the Hospital and the direction of the working forces shall be vested solely and exclusively in the Hospital. This provision shall include but is not limited to the right to hire; to determine the quality and quantity of work performed; to determine the number of employees to be employed; to lay off employees; to assign and delegate work; to enter into contracts for the furnishing and purchasing of supplies and services; to maintain and improve efficiency; to require observance of Hospital rules, regulations, requirements and other policies; to discipline or discharge employees for cause; to schedule work and to determine the number of hours to be worked; to determine the methods and equipment to be utilized and the type of service to be provided; and to change, modify or discontinue existing methods of service and equipment to be used or provided.

ARTICLE 2
UNION SECURITY

2.1 The Employer recognizes the Union as the exclusive representative for employees of the Hospital in the bargaining unit of

All full-time and regular part-time nursing assistants, laboratory technicians, x-ray technicians, respiratory therapy aides, physical therapy aides, surgical technicians, dietary employees, housekeeping employees, medical records employees, office clerical employees, clinical analyst/asst IT, building maintenance employees and other employees employed by the Swift County-Benson Hospital, Benson, Minnesota, excluding all Department Heads or Supervisors, Confidential employees, Registered Nurses, and Licensed Practical Nurses.

2.2 The Employer will not enter into any agreement, either individually or collectively, with any employee covered by this Agreement which in any way conflicts with the terms and conditions of employment. Terms and conditions of employment are wages, hours, and other conditions of employment.

2.3 As a condition of continued employment, all employees covered by this Agreement who are members in good standing of the Union on the effective date of this Agreement shall remain members in good standing of the Union for the duration of their employment.

2.4 As a condition of continued employment, employees who do not wish to become Union members shall pay a service fee up to 100% of the dues, within thirty (30) days of the effective date of this Agreement. The Union will notify the Employer of the service fee amount along with the regular dues. Payment of the service fee shall begin with the first payroll period of the month following the completion of this thirty (30) day period.

2.5 All newly hired employees covered by this Agreement shall, as a condition of employment, either become a member in good standing of the Union or pay a service fee equal to membership dues within thirty (30) days of their initial date of employment. Payment of the service fee shall begin with the first payroll period of the month following the completion of this thirty (30) day period.

2.6 The Employer shall notify the Union Steward of all newly hired employees covered by this Agreement within ten (10) days of their initial date of employment.

2.7 An employee covered by this Agreement who fails to comply with the above provisions will have their employment with the Hospital immediately terminated.

2.8 The Union shall give written notification to the Employer of the amount of dues or service fees which are to be deducted. The Employer shall deduct membership dues or service fees, whichever is appropriate, or other Union approved deductions for those employees who request in writing, from the wages of each employee covered by this Agreement. Upon request the Employer shall furnish the Union stewards and treasurer with the number of actual hours worked, the rate of pay, and the name of the employees along with the amount of the dues deducted monthly.

2.9 The dues or service fees shall be deducted in equal installments out of the twenty-six (26) pay periods in the year.

2.10 Upon request the Employer shall give written notice to the Union regarding any salary adjustments caused by a change of step or probation, within ten (10) days of the adjustment. The Union Steward may, during the orientation of new hires to positions in the bargaining unit, provide copies of contracts and information on membership to them.

ARTICLE 3
DEFINITIONS

3.1 **Full-Time Employee:** A full-time employee is one who is regularly scheduled to work between sixty (60) and
eighty (80) or more hours in a two (2) week period.

3.2 **Part-Time Employee:** A part-time employee is one who is regularly scheduled to between forty (40) and fifty nine point nine (59.9)
hours in a two week period.

3.3 **Roster Employee:** A roster employee shall be defined as an employee who works when available with no regularly scheduled shifts or hours. The roster employee shall

not earn benefits with the exception that holidays worked will be paid at a one and one-half (1-1/2) time rate. The roster employee will be placed on the pay scale by mutual agreement of the Employer and the Union based on relevant experience. The roster employee will not accumulate seniority but will be given preference to fill any vacancy with up to six (6) months credit being given for coverage of the initial probationary period.

3.3 **Temporary Employee:** A temporary employee is one who is hired to work for a specific period of time not to exceed ninety (90) calendar days; this may be extended by mutual agreement between the Employer and the Union. A temporary employee shall not earn benefits with the exception that holidays worked will be paid at a one and one-half (1-1/2) time rate. Temporary employees shall be paid according to the wage schedule.

3.5 **Evaluation/Probation Period:** A newly hired or transferring employee shall have an evaluation/probation period of ninety (90) calendar days from the date of employment. This may be extended by mutual agreement between the Employer and the Union for an additional ninety (90) days in unusual circumstances. During this period, the Employer has the right to terminate employment with or without cause. Vacation and sick leave benefits will accrue during evaluation/probation and are subject to use after three (3) months. Holidays may be used as they occur.

3.6 **Interdepartmental Employees**: Interdepartmental employees are regular full-time or part-time employees who work in different areas of the hospital.

3.7 **Hours Worked:** For purpose of this Agreement, hours worked by an employee shall mean all hours for which the employee is paid compensation including actual hours worked, SAD time (paid or unpaid), sick leave, funeral leave, and holiday hours. All compensated hours except vacation time shall be considered as time worked for purposes of calculating premium pay such as overtime and bonuses. Hours considered as time worked for the purpose of accruing benefits for part-time employees is addressed in paragraph 3.8.

3.8 **Compensated Hours for Earning Pro-Rata Benefits:** Part-time employees shall earn pro rata benefits based on compensated hours which include on duty hours, hours spent on inservices, meetings or other educational programs (with prior approval) as required by the Employer, vacation time, SAD time (paid or unpaid), sick leave, funeral leave, holiday hours, sleep-in and on-call hours. Effective January 1st, 2019 vacation and holiday earnings shall be based on PTO accruals as outlined in Article 10.

ARTICLE 4
HOURS OF WORK

4.1 Work week is defined as 7:00 a.m. Sunday to 7:00 a.m. Sunday.

4.2 Weekends begin at 11:00 p.m. Friday and end at 7:00 a.m. Monday.

4.3 The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks, fourteen (14) consecutive days or forty (40) hours worked during a period of one week (7 consecutive days). The basic work period shall be according to one of these two methods.

4.4 Each department will have the ability to determine which of the basic work periods will be used according to the needs of the department and in conjunction with unanimous vote of the members of that department.

4.5 The regular workday will normally be eight (8) consecutive hours in any twenty-four (24) hour period. However, each department may establish regular scheduled work days in excess of eight (8) consecutive hours according to the needs of the department as determined by the department manager and in conjunction with the unanimous vote of the members of that department.

4.6 Employees shall be given a fifteen (15) minute break during each four (4) hour period worked and an unpaid thirty (30) minute lunch period per eight (8) hour shift. The duty free breaks and the lunch period shall be taken at times designated by the employee's immediate supervisor.

4.7 The general pattern of scheduling work will be as follows:

A. Employees will not be scheduled to work more than seven (7) consecutive days in a two-week period unless mutually agreed upon by the Employer and the Union. Employees shall receive overtime compensation beginning on day eight (8).

B. Employees will have two (2) consecutive days off and alternate weekends off.

C. If necessary to allow for flexibility in scheduling, non-consecutive days off during weekdays (Monday through Friday) may be utilized.

D. The scheduled work week need not correspond to the calendar week and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week provided that not more than ten (10) days of work are normally scheduled in any two (2) work weeks.

E. Employees shall not be required to work more than two (2) of three (3) shifts (days, relief and nights) in a two-week period.

F. No employee will be scheduled for permanent night shifts except by mutual agreement.

G. Normally, there shall be at least twelve (12) hours between assigned shifts on floor duty or within the same department (days, relief and nights).

H. Employees who work in Quality Improvement/Utilization Review/Infection Control, Pharmacy, Medical Records, CSR, and Cardiac Rehab shall normally work Monday through Friday as is currently the schedule.

I. Part-time employees must work every third weekend when necessary.

4.8 Normally, completed work schedules will be posted covering a six (6) week period at least seven (7) days in advance of the time covered by such schedule. Requests for a specific schedule will be considered and not unreasonably denied if they are submitted in writing at least five (5) days prior to posting of such schedules. Except in cases of unavoidable circumstances or with the consent of the employee involved, schedules may not be changed after posting. The date the schedule will be released and the deadline for requests will be posted at the work station. Completed schedules will be posted at the work station.

4.9 Block Schedule: A block schedule may be used for a period of time up to six (6) months. The block will be a period of six (6) weeks when employees sign up for hours and shifts

on the basis of seniority excluding any vacation, holidays or special requests. The six (6) week period will be rotating for the six (6) months.

4.10 It is understood that the policy and practice of this Employer is to schedule employees as needed to respond to patient care needs. No employee has fixed or guaranteed hours or shifts. However, insofar as practical, full-time and part-time employees shall be given their shift preference. As opening in the work schedule occur, the work schedule shall be staffed on the basis of seniority using the combined full-time and part-time seniority list. If openings in the work schedule are still open, they will be staffed utilizing the Open Shift Coverage Policy dated (08-01-2018). Seniority may not be used to bump employees from their normally scheduled work week and weekend work rotations.

ARTICLE 5
OVERTIME

5.1 For purposes of this Article, hours worked by an employee shall mean all hours for which the employee is paid compensation excluding vacation including actual hours worked, SAD time (paid or unpaid), sick leave, funeral leave and holiday hours. All such compensated hours shall be considered as time worked for purposes of calculating premium pay such as overtime and bonuses.

5.2 Employees will be paid at one and one-half (1-1/2) times the regular rate of pay for all hours worked in excess of:

- forty (40) hours during a one (1) week period under the forty (40) hour per week method;
- eighty (80) hours during a two (2) week period under the eighty (80) hour per pay period method;
- eight (8) hours per day unless, in accordance with Article 4, Section 4.5, the employee's department has established regularly scheduled work days in excess of eight (8) consecutive hours, in which case employees will be paid at one and one-half (1-1/2) times their regular rate of pay for all hours worked in excess of their scheduled work day

Employees shall receive overtime if scheduled 7 days in a row or longer beginning with 8th day.

5.3 Overtime payments shall not be duplicated.

5.4 Those employees who trade or exchange shifts may do so according to FLSA guidelines. Section 7(p)(3) of the FLSA provides that two individuals employed in any occupation by the same public agency may agree, solely at their option and with the approval of the public agency, to substitute for one another during scheduled work hours in performance of work in the same capacity. The hours worked shall be excluded by the employee in the calculation of the hours for which the substituting employee would otherwise be entitled to overtime compensation under the Act. Where one employee substitutes for another, each employee will be credited as if he or she had worked his or her normal work schedule for the shift.

5.5 If an employee is required or scheduled to work shifts, or partial shifts of less than twelve hours between shifts (double back shifts), one of the shifts or partial shifts

shall be considered overtime and paid accordingly. Other differentials also would apply as in Article 7, Sections 1 and 2.

5.6 Full-time and regular part-time employees requested by Administration to work any shift on their weekend off shall receive two (2) times their regular rate of pay for hours worked except that open shifts created by another employee's use of their vacation replacement weekend (per 10.8 and 10.9) shall be paid at a rate of one and a half (1 ½) times their regular rate of pay.

5.7 Overtime will be distributed equally between employees within job classes when they can perform the necessary work.

ARTICLE 6
ON-CALL PAY

6.1 An on-call employee is subject to call-back by the Employer. The employee must be able to report to work within 30 minutes of the call or as mutually agreed upon. If requested by the employee, administration will provide a cell phone for call-back purposes.

6.2 Call-back refers to: 1) employees who are regularly scheduled on-call for periods of time in excess of one shift and are called to work during their on-call period; 2) employees who are required to make an unscheduled return to work after the completion of his/her scheduled work day or work week.. An early start or extension of a normal work day shall not be considered a call-back.

6.3 Employees who are placed on-call will be paid $4.00 per hour. Call backs are paid a minimum of two (2) hours at one and one-half (1 ½) times the employee's bas rate. Employees shall not be paid for more than one (1) call-back within a two (2) hour time period. A new call-back cannot occur until two (2) hours have expired from the start of the two hour call back. Call back hours are not deducted from on-call hours, or from the employees regularly scheduled work hours.

6.7 Employees required to sleep-in will be compensated at a rate equal to the State of Minnesota's minimum wage for all hours they are required to spend on the Employer premises and not on duty. Employees required to sleep-in on their weekends off or on a Holiday will be compensated at a rate equal to one and one-half times (1 ½) the state of Minnesota's minimum wage for all hours they are required to spend on the Employer premises and not on duty.

6. 8 On-call and sleep-in hours shall accumulate monthly toward all benefits at the rate of 100% of total accumulated hours to a maximum of full-time benefits.

ARTICLE 7
SHIFT DIFFERENTIALS

7.1 Full-time and regular part-time employees who work the second shift, 3:00 p.m. to 11:00 p.m., shall be paid a differential of seventy-fifty cents ($.75) per hour.

7.2 Differentials are in addition to their regular rate of pay. Differentials are paid on other premium hours (i.e., overtime hours).

7.3 Employees working a shift with the majority of hours occurring after 3:00 p.m. will receive shift differential for the entire shift.

7.4 When any employee is required by Administration to be in charge in the absence of the Department Head for a period of eight (8) or more hours, the employee shall be paid one dollar ($1.00) per hour charge differential. If the employee is taking on the department management role for more than two (2) weeks, the Union and Employer will meet to determine if any compensation in addition to the $1.00 per hour is warranted.

ARTICLE 8
SCHEDULED ABSENT DAYS (SADs)

8.1 Scheduled Absent Days (SADs) are days when scheduled employees may be requested not to work due to low census.

8.2 When a SAD is requested by the Employer, employees will be notified at least two (2) hours prior to their scheduled shift or be paid a minimum of two (2) hours pay.

8.3 Those taking a SAD will maintain benefits for hours scheduled.

8.4 SADs will be voluntary first, then assigned by seniority.

8.5 No full-time or regularly scheduled part-time employees shall be required to take call more than twelve (12) SAD days per calendar year.

8.6 Employees may substitute vacation pay or holidays for SAD days. Effective January 1st, 2019 employees may substitute PTO for SAD days.

8.7 Those on SADs will be offered first opportunity for any extra hours not taken by employees on call. If an employee is offered a different shift or any other available hours instead of SAD and does not accept the offer, those hours will not count toward the maximum SAD hours.

ARTICLE 9
HOLIDAYS

9.1 Employees shall be granted the following nine (9) holidays with pay: New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, two (2) Floating Holidays.

Beginning January 1st, 2019 and thereafter, nine (9) holidays will be added into the PTO accruals schedule in Article 10.

9.2 The Employer shall attempt to rotate holidays off from year to year. The floating holidays shall be scheduled at the mutual convenience of the employee and the Employer.

9.3 All employees who work on a non-floating holiday shall receive two and one-half (2-1/2) times their regular rate of pay for all hours worked on the holiday. However, all employees shall have the option, in lieu of two and one-half (2-1/2) times their regular rate of pay, of taking instead one and one-half (1-1/2) times their regular rate of pay for holiday hours worked plus time off equal to the number of hours they worked on the holiday. The time off may be taken thirty (30) days before or after such holiday with pay at their regular rate of pay. Holiday pay will be included in the pay period during which the holiday occurs or during the period in which the employee takes the optional time off. Employees may wait beyond the 30 days to take their holiday so long as it is pre-approved by their department manager.
Beginning January 1st, 2019 and thereafter, 12 hour employees who work on a holiday shall receive two (2) times their regular rate of pay for all holidays worked and 8 hour employees who work on a holiday shall receive one and one-half (1 ½) times their regular rate of pay for all holidays worked. In addition, all employees working on a holiday have the option of using PTO in the amount equal to their worked hours upon request..

9.4 If a non-floating holiday falls on a regular full-time employee's day off, or on a canceled scheduled day (SAD), then the employee shall be given one (1) day off with pay. Holidays shall be taken thirty (30) days before the holiday and up to thirty (30) days after. Employees may wait beyond the 30 days to take their holiday so long as it is pre-approved by their department manager.
Beginning January 1st, 2019 and thereafter, if a holiday falls on a scheduled day off for regular full-time and part-time employees, the employee can use their accumulated PTO leave or have an unpaid day. If a holiday falls on a scheduled work day for regular full-time and part-time employees, the employee may bank the holiday or get paid for the holiday and the employee shall not be placed On-Call or SAD.

9.5 Prior to January 1st, 2019, if a non-floating holiday falls on a scheduled day off for a part-time employee, then the
employee will receive holiday pay for one (1) day on pro-rata basis.

9.6 For the purpose of this Article, staff hired to work 8, 10, or 12 hour shifts shall receive their standard shift for each holiday. Staff voluntarily electing to work other than an 8 hour shift shall have the opportunity to make up the difference that week or use vacation hours to make up the difference.

ARTICLE 10
PTO LEAVE

10.1 All full-time and regular part-time employees shall be entitled to accrue vacation with pay in accordance with the following schedule:

0-3 Years of Employment	3.08 hours per pay period/.038462 per hour
4-10 Years of Employment	4.62 hours per pay period/.057692 per hour
10+ Years of Employment	6.153 hours per pay period/.076923 per hour

Employees may begin using vacation 90 days after their employment date.
Starting January 1st, 2019, 72 hours of Holiday will be added into the PTO accrual rate. The entire vacation bank shall be placed into PTO bank. All fulltime and regular part-time employees shall be entitled to accrue PTO with pay in accordance with the following schedule:

2080 hrs/yr	Years of Service			
80 hours per pay period	0-3.9	4-9.9	10-19.9	20+
PTO per hour accrual	0.0731	0.0923	0.1115	0.1231
PTO (per year)	152	192	232	256
1872 hrs/yr	Years of Service			
72 hours per pay period	0-3.9	4-9.9	10-19.9	20+
PTO per hour accrual	0.0731	0.0923	0.1115	0.1231
PTO (per year)	137	173	209	230

Employees may begin using PTO 90 days after their employment date.

- Allow conversion of existing vacation bank to PTO at full amount
- 100% of PTO carries over from year to year
- Max PTO bank is 320 hours
- Max sick bank will remain 560 hours
- Employees cannot accrue PTO on more than 80 hours in a pay period
- PTO available for cash out 2X per year up to 80 hours annually
- PTO may be cashed out upon separation (as long as adequate notice is provided)
- Sick leave may not be cashed out upon separation
- No need to calculate pro-rate benefits
- Employee may not have a negative PTO balance
- 12 hour employees receive 2Xtheir rate of pay for holidays worked. 8 hour employees receive 1.5X their rate of pay for holidays worked
- Personal and any other holidays from the first half of 2018 not used will be converted to PTO hours

10.2 Employees may carry over 100% of annual vacation accumulation to a maximum of three hundred and forty (340) hours.

10.3 Part-time employees shall receive pro-rata vacation within each year based on a ratio of compensated hours (as defined in Section 3.8) to full-time (2080) hours. Effective January 1st, 2019 Part-time employees shall receive PTO based on accruals in Section 10.1

10.4 Employees may use vacation or PTO days in order to maintain benefits.

10.5 Employees may cash out vacation or PTO days two (2) times per year up to a maximum of eighty (80) hours annually. However, an overtime situation cannot be created by cashing out of vacation or PTO hours.

10.6 Scheduling of vacation or PTO time will be granted flexibility and shall be allowed in short blocks of time; i.e., one (1) or two (2) days.

10.7 In the event of conflicts in scheduling vacation, employees with the most seniority will be granted preference for vacation. However, vacations scheduled over and around the holidays shall be granted to the more senior employees provided due consideration is given to staffing needs, the holidays rotation provision of Section 9.2 and proper advance notice per departmental policy

All requests for vacation must be submitted in writing, dated, signed and submitted per the departmental policy.

The Department Head will provide a written response to employees' requests per the time frame specified in their department policy. Likewise, requests for vacations will be approved in accordance with departmental policy.

10.8 Employees with one (1) to ten (10) years of service have one weekend of vacation available per year to use as vacation. This weekend may or may not be used in conjunction with other vacation days. Employees do not have to find their own replacements to use vacation on a weekend they are normally scheduled to work as allowed under this Section. Under normal circumstances, employees should submit their request for a weekend of vacation at least two (2) weeks prior to a new work schedule being posted. A request made less than two weeks prior to the weekend requested off may not be granted

10.9 Employees with more than ten (10) years of service have two (2) weekends available to use per year for vacation. Employees do not have to find their own replacements to use vacation on a weekend they are normally scheduled to work as allowed under this Section. Under normal circumstances, employees should submit their request for a weekend of vacation at least two (2) weeks prior to a new work schedule being posted. A request made less than two weeks prior to the weekend requested off may not be granted

10.10 Employees will be notified of their vacation accumulation each payroll period. Effective January 1st, 2019 employees will be notified of their PTO accumulation each payroll period.

ARTICLE 11
SICK LEAVE

11.1 Regular full-time employees shall earn sick leave at the rate of one (1) eight (8) hour day per calendar month, accumulative to a maximum of five hundred sixty (560) hours. Part-time employees will earn sick leave at the rate of one (1) eight (8) hour day for each 173.3 of compensated hours as defined in Section 3.8), to a maximum five hundred sixty (560) hours.

11.2 Employees shall receive sick leave for scheduled hours lost because of actual illness of the employee, or when their care is needed because of illness of a dependent child or spouse. Effective August, 2013 employees shall be eligible to use sick leave for all family members defined in MN Statute 181.9413: dependent child, adult child, spouse, sibling, parent, mother in law, father in law, grandchild, grandparent, or step parent. Employees do not have to find their own replacements in order to use sick leave. However, employees must find their own replacement when using sick leave to provide care for a non-dependent child, employee's parent or grandchildren if the leave is for surgeries or appointments that the employee is aware of at least 48 hours prior to requesting the leave. In emergency situations, an employee does not have to find their own replacement.

Probationary employees do not receive sick leave benefits, but accumulate benefits for use after three (3) months.

The Employer may require a physician's certificate as evidence of employee's spouse's or dependent child's illness or disability, when it deems such certificate is necessary, provided the employee is advised in writing that such certificate will be required.

11.3 Employees currently with accumulative sick leave between seventy (70) and one hundred (100) days may "bank" these hours to be used in the event of an extended illness. The "banked hours" are not transferable.

11.4 Employee's accumulated sick leave may be used for time which is not covered by worker's compensation.

11.5 The Employer shall inform the employees of accumulated sick leave on each payroll period. Monitoring of sick leave use shall be done regularly and any abuse of sick leave may be grounds for disciplinary action.

11.6 The Employer shall establish a voluntary pool of sick leave benefit that is contributed to by the employees for the use by the employee for their own personal extended illness. Employees who have experienced an extended illness, have exhausted their own sick, vacation, and floating holiday leave can then request donated hours from the sick pool. Employees may voluntarily contribute a maximum of 24 hours for each occurrence. Qualifications of pool eligibility will be joint determination of both the Employer and the Union. Personal vacation, sick, holiday or floating holidays will not accrue while using voluntary pool hours, consistent with Section 18.10. The Union and Employer shall meet in 2015 to develop a voluntary donation pool policy.

11.7 Early Retirement incentive: Those employees meeting early retirement criteria (at least 55 years of age and 20 years of service with Swift County Benson Hospital) shall receive the balance of accrued sick upon retirement. This shall be limited to 3 bargaining unit members per year, on a first-come, first-served basis. The Union and Employer shall meet in 2015 to explore payout options such as placement into tax deferred health care savings accounts, continuation of post-retirement premium payments from these funds, etc.

ARTICLE 12
FUNERAL LEAVE

12.1 Three (3) days of funeral leave will be granted to all full-time and part-time employees in case of death in the immediate family. Immediate family is defined as: parents, parents-in-law, grandchildren, daughters, sons, sisters, brothers, grandparents, husbands, wives, son-in-law and daughter-in-law.

In the case of the death of a parent, spouse or child, up to one week of sick leave may be used in addition to the 3 days of funeral leave.

A request for use of accrued vacation time may be made if more time off is needed.

ARTICLE 13
SENIORITY

13.1 Hospital Seniority: Seniority for full-time and part-time employees shall be the period of continuous employment with the Hospital from the employment date. Employees shall acquire seniority after the completion of their probationary period, but the dates shall relate back to the employment date. In the event of a voluntary quit and subsequent rehire, an employee's seniority date shall be the date of their most recent rehire.

13.2 Upon request the seniority lists shall be furnished to the Union every year with notification sent to the Union at times of new hires or terminations.

13.3 Bargaining Unit Seniority: For purposes of layoff, recall, job promotion, scheduling, filling vacancies and newly created positions and transfers, seniority shall be by bargaining unit seniority provided an employee can meet the requirements of a position.

With respect to seniority, there shall be a combined full-time and part-time seniority list within the bargaining unit.

13.4 In the event of a layoff, prior notice shall be given (fourteen (14) days in advance for non-professional employees and thirty days in advance for professional employees) by the Employer. The least senior employee in the bargaining unit shall be laid off first. In the event a more senior employee who is given a layoff notice elects to bump or displace a less senior employee within their bargaining unit, they must give the Employer such notice within three days of receiving the layoff notice. The determination of the employee's ability to bump, based on the ability to perform the functions of the position, shall be made within three (3) days by the Employer. Thereafter, any sequential bumping shall be done within three (3) days.

13.5 It shall be implicit in this layoff procedure that an employee must be presently qualified to perform the available job and be subject to a 90 day probationary period to evaluate job performance relevant to the position. This will not affect seniority or benefit accruals. An employee who does not show adequate progress during the 90 day probationary period may choose to bump into another position in accordance with the provisions of Section 13.4, upon mutual agreement between the Union and the Employer.

If a more senior employee is not qualified to perform the available job, a less senior employee may be retained out of sequence and the more senior employee laid off. The Employer shall determine qualifications. If the determination of qualifications is disputed, it shall be subject to grievance.

13.6 In the event a major displacement of employees effecting a whole department, closure, or many employees, the Employer shall give the employees ninety (90) days notice. During this time, meetings will be held jointly with the Union to discuss alternatives to layoffs and/or ways in which to minimize the effects on the employees.

13.7 Employees shall be recalled from layoff on the same basis and in the reverse order of layoff. A recalled employee who fails to report within fourteen (14) calendar days from the date the recall letter was mailed by registered or certified mail to the last known address of the recalled employee shall be deemed to have voluntarily given up any and all recall rights. Employees on layoff status shall be responsible for maintaining a current listing of their address and telephone number in the Hospital personnel office. Employees recalled to work shall work the designated hours established for the position for which they are recalled.

13.8 If any vacancy or newly created position shall occur in the bargaining unit, such vacancy shall be posted on the bulletin board for ten (10) calendar days. Any employee may apply in writing for such vacancy during such ten (10) day period. The Employer, during such ten (10) day period, may assign temporarily any employee to such vacancy.

13.9 The senior employee from the combined list making application shall be transferred to fill the vacancy or new position, provided that he/she is qualified to perform the duties of the job involved. The Hospital Administrator or other appropriate department head shall make the determination as to whether or not an applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure. Until such vacancy is permanently filled, the Employer may assign any employee to temporarily fill such vacancy.

ARTICLE 14
UNION RIGHTS

14.1 The representative of the Union who customarily handles grievances shall have access to the premises of the Hospital at reasonable times and subject to reasonable rules and with the knowledge and consent of the Hospital Administrator to investigate grievances with which he/she is concerned. Such activity shall be confined to non-patient areas, and there shall be no interference with the assigned duties of any employee.

14.2 The Union shall be permitted the use of a bulletin board, 36" x 36", to be provided by the Employer for posting of matters of interest to the members. However, no matters pertaining to grievances, political items, or any criticism of Hospital policies and practices shall be allowed.

ARTICLE 15
LEAVES OF ABSENCE

15.1 **Requesting Leave:** All requests for leaves of absence shall be in writing. Such requests shall indicate a tentative date of return subject to the maximum period authorized for the particular leave. In case an employee does not return to work on the previously agreed date of return, the employee must send in writing to the Employer a request for a change in the date of return to work, which request may be granted at the Employer's discretion.

15.2 **Disability Leave of Absence:** A disability leave of absence shall be granted to any regular full-time and part-time employee in the event of a pregnancy, illness or disability. Such leave shall continue during the period of actual illness or disability up to a maximum duration of six(6) months from the date the employee became ill or disabled. During such disability leave, the employee shall continue to accumulate seniority, but only for the purposes of layoff, rehiring and the filling of vacancies. During such disability leave, and as a condition of its continuance, the employee, when requested by the Employer, shall furnish the Employer with a physician's certificate at intervals of three (3) months or more, certifying as to the employee's inability to return to work because of such illness or disability during the entire interval covered by such certificate. A disability leave of absence for a normal pregnancy, delivery and birth will usually be limited to 12 weeks.

15.3 **Accumulation of Seniority while on Leave:** Except for disability leave (as provided above), an employee granted a leave of absence shall not accumulate any additional seniority during the period covered by such leave of absence.

154 **Union Related Leave:** The Employer shall grant an unpaid leave of absence for up to five (5) employees for the purpose of attending Union meetings, workshops or conventions. Such leaves shall not exceed seven (7) work days for each employee in one (1) calendar year. Leaves of absence for this purpose will be granted only if the employee advised the Employer two (2) weeks prior to the beginning of such leave and only if staffing needs of the Employer are such that the leave may be granted.

15.5 **Military Leave:** Leaves of absence, paid and unpaid, shall be granted in accordance with Minnesota Statutes for employees who participate in the military duties they may be required to perform.

15.6 **Jury Duty or Court Appearances:** Employees who are called to serve on a jury, or to appear in court as a result of work, shall be reimbursed for regularly scheduled work hours lost because of such service. Differentials do not apply. The employee shall turn in any monies received from the court for such service excluding meals and travel allowance to the Payroll/Accounts Payable. All time spent on jury duty instead of scheduled work hours shall be considered time worked for benefits.

15.7 **Education Leave**: Education leave may be granted for up to 2 years with no loss of prior seniority status. Employees may elect to change their status to that of a roster employee in order to work around their school schedule. Employees shall not accumulate any additional seniority while on educational leave.

15.8 **Unpaid Personal Leaves of Absence:** Unpaid personal leaves of absence shall be granted by the Employer when, in its opinion, an employee has a legitimate reason for requesting such leave, provided however, that any such leave shall not exceed one (1) year duration. The Employer shall notify the Union of all leaves granted under this provision. Leaves of absence exceeding one (1) year shall be granted only by mutual agreement between the Employer and the Union. Unpaid personal leaves of absence may result in a new seniority date for benefits.

Any employee requesting to be relieved of scheduled hours for a period of more than one (1) week, not using compensated time, shall be required to request a unpaid personal leave.

An employee on an unpaid leave is not eligible for a personal day to be taken during that time frame.

Holidays can be used if they fall within the 30 day before and 30 day after date of beginning of leave.

The Employer shall grant a leave of absence in compliance with the Family Medical Leave Act.

15.9 **Insurance while on Leave:** Employees may continue in the Employer insurance plans while on leave of absence, paying the premiums themselves, except as noted in Article 18, 18.9.

ARTICLE 16
GRIEVANCE PROCEDURE

16.1 A grievance shall be defined as any controversy arising out of the interpretation or application of the provisions of this Agreement. The timing provisions contained in this Article are deemed to be of the essence. Informal meetings between Union Stewards and Management may be held to address problems and prevent grievance.

The following steps shall be utilized in resolving grievances.

STEP 1: The employee will informally discuss the grievance with the employee's immediate supervisor.

STEP 2: If the grievance is not resolved at the time of the Step 1 informal discussion, it shall be submitted in writing to the Employer, shall specify the alleged violation of the contract, and shall be received by the Hospital Administrator no later than twenty (20) calendar days following the date of its occurrence. Within seven (7) calendar days following receipt of the grievance by the Employer, representatives of the Employer and the Union shall meet in an attempt to resolve the grievance. Within seven (7) days of the meeting between representatives of the Employer and the Union, the Employer will present a written answer to the grievance.

STEP 3: If the grievance is not resolved in Step 2, five (5) calendar days will be allowed

for preparation after which time the grievance shall be referred to the Hospital HR Committee at a special meeting called for that purpose within ten (10) calendar days of the referral. The Hospital HR Committee shall render its final decision in writing to the grieved employee and the Union within seven (7) calendar days after the hearing.

STEP 3 b: If the grievance is not resolved it will then be referred to the Hospital Board of Directors at its next regular meeting. The Hospital Board of Directors shall render its final decision in writing to the grieved employee and Union within seven (7) calendar days after the hearing. Mediation may be requested from the Bureau of Mediation Services prior to moving to Step 4.

STEP 4: If the grievance is not resolved in Step 3 or 3b, either party may refer the matter to Arbitration. Any demand for arbitration shall be in writing and must be received by the other party within ten (10) calendar days following receipt of a written answer to the grievance. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of five (5) neutral arbitrators to be submitted to the parties by the Bureau of Mediation Services, State of Minnesota. The parties shall alternatively strike names from this list until one (1) person remains, who shall be the neutral arbitrator.

16.2 The authority of the arbitrator shall be limited to making an award relating to the interpretation and application of the written provisions of this Agreement as well as Employer policies and procedures, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and conditions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance, and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be final and binding upon the Union, Employer and employees.

16.3 The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union except that if either party unilaterally dismisses a grievance procedure it has initiated, any fees and expenses of the arbitrator will be borne by the dismissing party.

16.4 The time limitations set forth herein and relating to the time for filing a grievance or the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being waived. The time limitations provided herein may be extended by mutual written consent of the parties.

16.5 The Union may file grievances on behalf of individual employees or groups of employees. Any such grievances shall be subject to all of the provisions of this Section, including the time limitations contained therein. The Employer is equally entitled to file grievances resulting from disputes as to the interpretation of or the terms and provisions of this Agreement.

ARTICLE 17
GENERAL PROVISIONS

17.1 **Savings Clause**

In the event that any provision, phrase or clause of this Agreement shall at any time be declared invalid by any court of competent jurisdiction, the decision shall not invalidate the entire Agreement. It is the express intention of the parties that all other provisions of this Agreement shall remain in full force and effect.

17.2 **Non-Discrimination Clause**

The Employer and the Union agree to cooperate in a policy of equal opportunity for all employees. Discrimination because of race, color, national origin, sex, religion, age or Union activities is expressly prohibited.

17.3 **Non Retaliation Clause**

There shall be no retaliation by either the Union or the Employer against any employee who gives evidence or testimony relative to any issues raised under the terms of this Agreement.

ARTICLE 18
WAGES, INSURANCE AND OTHER BENEFITS

18.1 **Mileage:**

The Employer will pay mileage at the I.R.S. established rate for approved out-of-town trips plus approved expenses.

18.2 **Inservices and Required Trainings**

18.21 Inservices

The Employer will pay the cost of in-service training for employees approved by Administration. All meetings or in-services shall be posted with a notation if it is to be paid or unpaid and the content of in-service. A minimum of one (1) hour shall be paid for all meetings and in-services which are designated as "paid" which shall be at the rate (i.e., straight time or overtime) applicable pursuant to Section 4.1. Hours in in-service will be considered hours worked for accumulation of benefits.

18.22 Attendance at Required Training

An employee's total number of compensated hours in a normal work week shall not be reduced due to an employee's attendance at a required training.

18.3 **Wages**

18.31 **Increases**

Retroactive to June 1, 2018, salary ranges on an hourly basis shall be increased or maintained in accordance with the salary schedule and signed contracts attached hereto as Schedule A. Salary ranges shall be increased by a minimum of 1.6% in 2018,. On January 1st, 2019 the Employer will assess its end of year financial situation with the Union and implement a cost of living increase between 0 – 1.5% increase as agreed to by the Employer and Union effective January 1st, 2019. Steps increases will be frozen for eligible employees during the 2018-2019 contract year and shall resume June 1, 2019 upon a renegotiated contract. The Employer will use HHRAM and Medisota data to consider market adjustments to classifications each year. The Employer and Union agree to a wage re-opener prior to the 2017/2018 year to account for any potential turnaround in the Employer's financial standing.

18.32 **Out of Class Pay** Housekeeping employees who are assigned to work in the CSR/OR Department shall be paid at their current step at the CNA rate of pay for all hours, or partial hours, so assigned. Per Article 7, 7.4 When any employee is required by Administration to be in charge in the absence of the Department Head for a period of eight (8) or more hours, the employee shall be paid one dollar ($1.00) per hour charge differential. If the employee is taking on the department management role for more than two consecutive weeks, the Union and Employer will meet to determine if any compensation in addition to the $1.00 is warranted.

18.4 **New Employees, Promoted Employees and Employees who move to a Lower Job Classification**

New employees or rehired employees will be placed on the wage scale by mutual agreement of the Employer and the Union. Any credit for prior experience must be mutually reviewed at time of hire.

A current employee who is promoted to a higher classification shall be placed on the step of their new wage scale which represents a minimum 2.5% increase in the employee's wage at the time of promotion. A current employee who moves to a lower classification shall be placed on the same step as their step in their previous classification.

18.5 **Individual Health Insurance**

The Employer shall pay 88% of the cost of single subscriber medical insurance for each employee normally scheduled twenty (20) hours or more per week. All employees shall, as a prerequisite for receiving paid medical insurance, execute an authorization to allow the Employer to make the automatic deduction from their pay check as set forth in this Section.

Eligible employees may elect not to participate in the Hospital single insurance plan by signing a waiver to that effect.

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Employees shall submit all expenses eligible for reimbursement by May 31st of the following year or said reimbursements may be denied.

18.6 **Dependent Health Insurance**

The Employer shall pay 50% of the cost of medical insurance for employees who choose dependent coverage and regularly work thirty (30) hours or more every week. Employees with variable schedules shall remain eligible for the employer's contribution to dependent insurance coverage until they have averaged less than thirty (30) hours every week for three (3) consecutive months. Employees who average less than thirty (30) hours of work every week shall have the option of coverage for dependents, paying the additional cost of dependent premiums by the 15th of the month prior to next months coverage.

Employees shall submit all expenses eligible for reimbursement by May 31st of the following year or said reimbursements may be denied.

18.7 **Ancillary Insurance**

Other ancillary insurances and policies are available at the employee's expense.

18.8 **Discount on Services Performed at Swift County Benson Hospital**
Employees and their families (includes spouse and dependent children) will receive a 15% discount on the balance that remains after insurance has paid for services performed at the Swift County Benson Hospital. Roster and Contracted persons are not eligible for this benefit.

18.9 **Employees Working Less Than Twenty Hours Per Week**
An employee whose status is permanently changed to work less than twenty (20) hours per week and is currently on the Hospital medical insurance policy will have the option of staying on our coverage at their own expense for a period of eighteen (18) months as per the COBRA Act.

18.10 **Employees on Leave of Absence**
Employees on leave of absence who terminate their employment shall be eligible to participate in the Hospital's medical insurance group at their own expense for a period of eighteen (18) months. Employees who are on a disability leave of absence or on layoff shall have their insurance continued for a period of three (3) months in non-pay status, with the Employer paying the rate established above. For employees on a leave of absence due to catastrophic illness, donated sick leave from the pool of sick leave does not count as the employee being on pay status.

18.11 **Term Life Insurance**
The Employer shall provide a twenty thousand dollar ($20,000) term life insurance plan for all eligible employees who are scheduled to work a minimum of twenty (20) hours per week. The premiums for the employee's coverage shall be paid by the Employer. Additional life insurance for employees, spouse and dependents are available through other ancillary plans at the employee's expense.

Employees who elect to participate in the insurance shall have the premiums paid by payroll deduction upon proper authorization.

18.12 **Changes in Insurance Coverage**
The Employer and the Union agree to negotiate any changes in insurance coverage as currently provided, except that this Section shall not apply to changes in insurance coverage which do not affect the level of coverage provided (i.e., deductible amount, types of covered expenses, maximum coverage).

18.13 **Annual Diagnostic Tests**
Annual Diagnostic Tests provided under the SCBH Wellness program must be done in the SCBH facility and may consist of the following options:

Once a year:
- Lipid Panel (Total cholesterol, triglyceride, HCL, calculated LDL)
- Comprehensive Profile (Glucose & total of 14 chemistries)
- C-7 (Hemoglobin, wbc, rbc, etc.)
- Urinalysis
- Mammogram (Employee pays for readings)
- PSA

Mantoux (for those required) All employees in event of exposure. If reaction, need one clear chest x-ray
Flu shot
Tetanus – update vaccination every 10 years.
Hepatitis B Series (for those required) Employee may decline

The employees may utilize the services of the Radiology Department and the Laboratory Department of the Hospital for these requirements, and this is available at no charge. A chest x-ray by a Red Cross Mobile Unit is acceptable if supported by a signed report giving the date of the x-ray and the results. Influenza immunizations are offered without charge each fall. Hepatitis B vaccine is provided free of charge to employees whose job requirements put them at risk. Cost of further diagnostic tests is borne by the employee.

ARTICLE 19
DISCIPLINE/RESIGNATION

19.1 Employees may be disciplined or discharged for just cause only. While discipline normally will be progressive, the Hospital retains the right to determine the proper form of discipline in each particular case which may be oral reprimand, written reprimand, suspension with or without pay, or discharge, depending on the nature of the offense. The Employer shall not use any disciplinary action after 5 years of occurrence unless the disciplinary action was due to safety, security, or confidentiality.

19.2 Any employee who has reason to believe a meeting with their supervisor may result in a reprimand shall be entitled to a Union Steward as a representative at the meeting.

19.3 Employees may review their personnel files upon request, and may have copies made within 24 hours..

19.4 All professional employees (i.e., lab, x-ray, surgical techs) will give the Employer four (4) weeks notice of their resignation of employment. Employees shall not use accumulated sick leave or vacation leave or PTO during their resignation period without Employer authorization. All other employees will give the Employer two (2) weeks notice of their resignation of employment. Less notification by the employee will result in forfeiture of accumulated benefits, unless mutually agreed to otherwise by the Employer and the employee.

ARTICLE 20
SAFETY AND HEALTH

20.1 The Employer agrees to provide a safe working place for its employees to the extent that it is reasonable to do so. Contagious diseases, dangerous harmful materials, chemicals or potentially health threatening equipment will be identified to employees who may have exposure to them. Hospital further agrees to provide whatever knowledge, information and safety protection measures it can to prevent or at least limit employees exposure to unsafe or hazardous conditions.

ARTICLE 21
PROFESSIONAL GROWTH AND DEVELOPMENT

21.1 For the Employer to better assess employee professional growth and development, all employees will be evaluated on an annual basis. The evaluation will measure each employee's performance in his or her job and will be completed by the employee's immediate supervisor. The supervisor will then meet with the employee to discuss the evaluation, at which time the employee will be allowed to endorse it with any information he or she deems pertinent. All evaluations, after being so endorsed, will be reviewed by the Administrator.

ARTICLE 22
PAYROLL

22.1 Pay checks are issued every two weeks. Pay checks are available to be picked up in the Payroll Office from 10 am Thursday until 12:00 pm Friday following the close of the pay period. Checks that are not picked up are mailed out to the employee.

ARTICLE 23
HOSPITAL EXPANSION CONTRACT REOPENER

23.1 This agreement may be reopened by either party in order to address issues directly related to the anticipated re-establishment of OB services at SCBH. This Article will be null and void effective May 31, 2018. Management will continue to provide updates on its vision and plans on a routine basis.

ARTICLE 24
DURATION OF AGREEMENT

24.1 This Agreement shall remain in effect from June 1, 2018 until May 31, 2019. This Agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate the Agreement is given by either party to the other party at least ninety (90) days prior to the expiration date of the Agreement. Negotiations shall begin within ninety (90) days of the written notice but no earlier than ninety (90) days prior to the expiration of the contract.

ADOPTION

SWIFT COUNTY BENSON HOSPITAL: By motion duly made, seconded and passed, the Swift County-Benson Hospital Commission does adopt this Labor Contract together with the wage schedules.

LOCAL 2053, COUNCIL 65 AFSCME: GENERAL UNIT, By the casting of a secret ballot vote of the membership Local 2053 Council 65, AFSCME did adopt this Labor Contract together with the wage schedules.

NOW, THEREFORE, by such actions, the parties thereto do affix their signatures this 10th day of December, 2018.

SWIFT COUNTY-BENSON HOSPITAL

By: _____

LOCAL 2053, COUNCIL 65, AFSCME

By: _____

Chairman of the Committee

By: _____
Hospital Administrator

Negotiating Team Member

By: _____
Negotiating Team Member

By: _____
Negotiating Team Member

By: _____
AFSCME, MN Council 65 Representative

GENERAL UNION WAGE SCALES																	
POSITION	STEPS	1	2	3	4	5	6	7	8	9	10	12	14	16	18	20	25
HOUSEKEEPING	9/11/2016	10.24	10.50	10.76	11.03	11.31	11.59	11.88	12.18	12.48	12.98	13.30	13.64	13.98	14.33	14.68	15.05
	4/23/2017	10.57	10.83	11.10	11.38	11.67	11.96	12.26	12.56	12.88	13.39	13.73	14.07	14.42	14.78	15.15	15.53
	6/1/2018	10.739	11.007	11.283	11.565	11.854	12.150	12.454	12.765	13.084	13.608	13.948	14.297	14.654	15.020	15.396	15.781
COOK	9/11/2016	11.26	11.54	11.83	12.12	12.43	12.74	13.06	13.38	13.72	14.26	14.62	14.99	15.36	15.75	16.14	16.54
	4/23/2017	11.62	11.91	12.21	12.51	12.82	13.14	13.47	13.81	14.15	14.72	15.09	15.47	15.85	16.25	16.65	17.07
	6/1/2018	11.803	12.098	12.401	12.711	13.028	13.354	13.688	14.030	14.381	14.956	15.330	15.713	16.106	16.509	16.921	17.344
C.N.A.	9/11/2016	12.13	12.44	12.75	13.07	13.39	13.73	14.07	14.42	14.78	15.38	15.76	16.15	16.56	16.97	17.40	17.83
	4/23/2017	12.52	12.83	13.16	13.48	13.82	14.17	14.52	14.88	15.26	15.87	16.26	16.67	17.09	17.51	17.95	18.40
	6/1/2018	12.722	13.040	13.366	13.700	14.043	14.394	14.754	15.122	15.500	16.120	16.523	16.937	17.360	17.794	18.239	18.695
RECEPTION	9/11/2016	12.22	12.53	12.84	13.16	13.49	13.83	14.17	14.53	14.89	15.49	15.87	16.27	16.68	17.09	17.52	17.96
GENERAL ADMISSIONS	4/23/2017	12.60	12.92	13.24	13.57	13.91	14.26	14.62	14.98	15.36	15.97	16.37	16.78	17.20	17.63	18.07	18.52
	6/1/2018	12.806	13.126	13.454	13.791	14.135	14.489	14.851	15.222	15.603	16.227	16.633	17.048	17.475	17.911	18.359	18.818
MED REC SECRETARY	9/11/2016	12.67	12.98	13.31	13.64	13.98	14.33	14.69	15.06	15.43	16.05	16.45	16.86	17.28	17.72	18.16	18.61
SCANNING TECH & MED REC SEC	4/23/2017	13.07	13.40	13.73	14.08	14.43	14.79	15.16	15.54	15.93	16.56	16.98	17.40	17.84	18.28	18.74	19.21
	6/1/2018	13.280	13.612	13.952	14.301	14.658	15.025	15.400	15.785	16.180	16.827	17.248	17.679	18.121	18.574	19.039	19.515
TRANSCRIPTIONIST	9/11/2016	13.25	13.58	13.92	14.27	14.63	14.99	15.37	15.75	16.14	16.79	17.21	17.64	18.08	18.53	19.00	19.47
	4/23/2017	13.67	14.02	14.37	14.72	15.09	15.47	15.86	16.25	16.66	17.33	17.76	18.20	18.66	19.13	19.60	20.09
	6/1/2018	13.892	14.240	14.596	14.961	15.335	15.718	16.111	16.514	16.926	17.604	18.044	18.495	18.957	19.431	19.917	20.415
MAINTENANCE	9/11/2016	13.37	13.70	14.04	14.39	14.75	15.12	15.50	15.89	16.28	16.94	17.36	17.79	18.24	18.69	19.16	19.64
	4/23/2017	13.79	14.14	14.49	14.85	15.22	15.60	15.99	16.39	16.80	17.48	17.91	18.36	18.82	19.29	19.77	20.27
	6/1/2018	14.013	14.363	14.722	15.090	15.467	15.854	16.250	16.657	17.073	17.756	18.200	18.655	19.121	19.599	20.089	20.592
PHARM TECH	9/11/2016	13.76	14.10	14.45	14.81	15.18	15.56	15.95	16.35	16.76	17.43	17.87	18.31	18.77	19.24	19.72	20.21
	4/23/2017	14.08	14.43	14.79	15.16	15.54	15.93	16.33	16.73	17.15	17.84	18.28	18.74	19.21	19.69	20.18	20.69
	6/1/2018	14.303	14.661	15.027	15.403	15.788	16.183	16.587	17.002	17.427	18.124	18.577	19.041	19.517	20.005	20.506	21.018
INS/CREDIT/	9/11/2016	14.21	14.56	14.93	15.30	15.68	16.07	16.48	16.89	17.31	18.00	18.45	18.91	19.39	19.87	20.37	20.88
COLL CLRK	6/1/2018	14.435	14.796	15.166	15.545	15.933	16.332	16.740	17.158	17.587	18.291	18.748	19.217	19.697	20.190	20.694	21.212

GENERAL UNION WAGE SCALES																	
POSITION	STEPS	1	2	3	4	5	6	7	8	9	10	12	14	16	18	20	25
TRNSCRPT/CDR I	9/11/2016	13.25	13.58	13.92	14.27	14.63	14.99	15.37	15.75	16.14	16.79	17.21	17.64	18.08	18.53	19.00	19.47
MED REC TRANS	4/23/2017	13.67	14.02	14.37	14.72	15.09	15.47	15.86	16.25	16.66	17.33	17.76	18.20	18.66	19.13	19.60	20.09
	6/1/2018	13.892	14.240	14.596	14.961	15.335	15.718	16.111	16.514	16.926	17.604	18.044	18.495	18.957	19.431	19.917	20.415
CODER II	9/11/2016	14.52	14.89	15.26	15.64	16.03	16.43	16.84	17.26	17.70	18.40	18.86	19.33	19.82	20.31	20.82	21.34
	4/23/2017	14.99	15.36	15.75	16.14	16.54	16.96	17.38	17.81	18.26	18.99	19.47	19.95	20.45	20.96	21.49	22.02
	6/1/2018	15.227	15.608	15.998	16.398	16.808	17.228	17.659	18.100	18.553	19.295	19.777	20.271	20.778	21.298	21.830	22.376
SURG TECH	9/11/2016	17.17	17.60	18.04	18.49	18.95	19.42	19.91	20.41	20.92	21.75	22.30	22.85	23.43	24.01	24.61	25.23
	4/23/2017	18.22	18.67	19.14	19.62	20.11	20.61	21.12	21.65	22.19	23.08	23.66	24.25	24.86	25.48	26.11	26.77
	6/1/2018	18.507	18.969	19.443	19.930	20.428	20.939	21.462	21.999	22.548	23.450	24.037	24.638	25.254	25.885	26.532	27.195
LAB TECH	9/11/2016	17.86	18.31	18.77	19.24	19.72	20.21	20.71	21.23	21.76	22.63	23.20	23.78	24.37	24.98	25.61	26.25
MED LAB TECH	4/23/2017	18.38	18.84	19.31	19.80	20.29	20.80	21.32	21.85	22.40	23.29	23.88	24.47	25.08	25.71	26.35	27.01
	6/1/2018	18.676	19.143	19.622	20.112	20.615	21.131	21.659	22.200	22.755	23.665	24.257	24.864	25.485	26.122	26.775	27.445
XRAY TECH II	9/11/2016	23.20	23.78	24.37	24.98	25.61	26.25	26.90	27.57	28.26	29.39	30.13	30.88	31.65	32.45	33.26	34.09
	6/1/2018	23.568	24.157	24.761	25.380	26.015	26.665	27.332	28.015	28.716	29.864	30.611	31.376	32.160	32.965	33.789	34.633
XRAY TECH III	9/11/2016	23.44	24.03	24.63	25.24	25.88	26.52	27.19	27.87	28.56	29.70	30.45	31.21	31.99	32.79	33.61	34.45
	6/1/2018	23.817	24.412	25.023	25.648	26.289	26.947	27.620	28.311	29.019	30.179	30.934	31.707	32.500	33.312	34.145	34.999
CMA/MA	9/11/2016	13.42	13.76	14.10	14.46	14.82	15.19	15.57	15.96	16.36	17.01	17.44	17.87	18.32	18.78	19.25	19.73
	4/23/2017	13.57	13.91	14.26	14.61	14.98	15.35	15.74	16.13	16.53	17.20	17.63	18.07	18.52	18.98	19.46	19.94
	6/1/2018	13.788	14.133	14.486	14.848	15.219	15.600	15.990	16.390	16.799	17.471	17.908	18.356	18.815	19.285	19.767	20.261
CLINIC INFOMATICS ANALYST	9/11/2016	18.34	18.80	19.27	19.75	20.24	20.75	21.27	21.80	22.35	23.24	23.82	24.42	25.03	25.65	26.29	26.95
	6/1/2018	18.633	19.099	19.577	20.066	20.568	21.082	21.609	22.149	22.703	23.611	24.201	24.806	25.427	26.062	26.714	27.382

ALL STEP INCREASES BECOME EFFECTIVE ON THE ANNIVERSARY DATE OF EMPLOYMENT WITH A SATISFACTORY PERFORMANCE EVALUATION. IF EVALUATION IS NOT COMPLETED IN TIME THE STEP IS GRANTED.

IF PERFORMANCE EVALUATION IS NOT SATISFACTORY IT MAY BE SUBJECT TO THE GRIEVANCE PROCEDURE.

IF THE EVALUATION IS NOT SATISFACTORY, THE SUPERVISOR WILL TELL EMPLOYEE WHAT IS WRONG, WHAT NEEDS TO BE DONE, AND ASSIST THEM IN DEVELOPING A CORRECTIVE ACTION PLAN. ANOTHER REVIEW WILL BE COMPLETED IN NOT MORE THAN 90 DAYS WITH THE STEP BEING GRANTED AT THAT TIME IF PERFORMANCE IS SATISFACTORY.

Offer for Settlement 8/17/2018

SCBHS will tentatively agree to the Union's proposal of working with the staff to develop an open shift policy. This will take place in the coming months for approval in the new contract year June of 2019. Union Nurses agrees to make every effort in filling all open shifts during this time.

SCBHS will rescind its PTO proposal and replace with a PTO plan accrual rate that maintains the current level of vacation and holiday accrual as in the current contract for the professional unit. This accrual rate will be different based on 12 hour employees vs 8 hour employees as it is currently. Sick will remain a separate bank. We will follow all items associated with vacation and holiday that are currently in the contract.

Union agrees to establish a committee to assist with evaluating staffing patterns to reflect our decreased patient census.

Union acknowledges SCBHS has past practices that may not have adhered to the contract. Union acknowledges SCBHS will follow the contract as written.

Union agrees to participate in activities that will strengthen our relationship with each other, including the establishment of a formal labor management committee.

Aside: SCBHS request the Union Steward will be Luke Langer. We feel this will assist with rebuilding the relationship.