

LABOR CONTRACT

BETWEEN

SWIFT COUNTY BENSON HOSPITAL

AND

**LOCAL 2053, COUNCIL 65, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES
AFL-CIO**

PROFESSIONAL UNIT

JUNE 1, 2015 to MAY 31, 2018

TABLE OF CONTENTS

ARTICLE 1	PURPOSE AND MANAGEMENT RIGHTS -----	3
ARTICLE 2	UNION SECURITY -----	3
ARTICLE 3	DEFINITIONS -----	4
ARTICLE 4	HOURS OF WORK -----	5
ARTICLE 5	OVERTIME -----	6
ARTICLE 6	ON-CALL PAY -----	7
ARTICLE 7	SHIFT DIFFERENTIALS -----	8
ARTICLE 8	SCHEDULED ABSENT DAYS -----	9
ARTICLE 9	HOLIDAYS -----	9
ARTICLE 10	VACATION LEAVE -----	10
ARTICLE 11	SICK LEAVE -----	11
ARTICLE 12	FUNERAL LEAVE -----	12
ARTICLE 13	SENIORITY -----	12
ARTICLE 14	UNION RIGHTS -----	13
ARTICLE 15	LEAVES OF ABSENCE -----	14
ARTICLE 16	GRIEVANCE PROCEDURE -----	15
ARTICLE 17	GENERAL PROVISIONS -----	16
ARTICLE 18	WAGES, INSURANCE AND OTHER BENEFITS -----	17
ARTICLE 19	DISCIPLINE/RESIGNATION -----	19
ARTICLE 20	SAFETY AND HEALTH -----	20
ARTICLE 21	PROFESSIONAL GROWTH AND DEVELOPMENT --	20
ARTICLE 22	PAYROLL -----	20
ARTICLE 23	HOSPITAL EXPANSION & CONTRACT REOPENER--	20
ARTICLE 24	DURATION OF AGREEMENT -----	20
SIGNATURE PAGE	-----	21
SALARY SCHEDULES	-----	22

**ARTICLE 1
PURPOSE AND MANAGEMENT RIGHTS**

- 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.

- 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 Hospital recognizes the Union as the exclusive representative for employees of the Hospital in the bargaining unit of: All full-time and part-time Registered Nurses and Licensed Practical Nurses and Counselors/Mental Health Workers employed by the Swift County-Benson Hospital, Benson, Minnesota excluding all department heads or supervisors, confidential employees and employees covered by the General Unit Labor Contract.

- 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 Hospital 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 Hospital 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 Hospital of the amount of dues or service fees which are to be deducted. The Hospital shall deduct membership dues or service fees, whichever is appropriate, or other union approved deductions for those who request in writing from the wages of each employee covered by this Agreement. The Hospital 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 The hospital 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 eighty (80) or more hours in a two (2) week period. For employees working 12 hour shifts, a full-time employee is one who is regularly scheduled to work seventy-two (72) hours or more in a two (2) week period.
- 3.2 **Part-Time Employee:** A part-time employee is one who is regularly scheduled to work less than eighty (80) 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.
- 3.4 **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 Hospital 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 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 Hospital and the Union for an additional ninety (90) days in unusual circumstances. During this period, the Hospital 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 purposes of this Agreement, hours worked by an employee shall mean all hours for which the employee is paid compensation including actual hours worked, vacation time, 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 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:** Beginning with the 2006 Easter Holiday, 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 Hospital, vacation time, SAD time (paid or unpaid), sick leave, funeral leave, holiday hours, sleep-in and on-call hours.

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. For employees working 12 hour shifts weekends begin at 7:00 pm Friday and end at 7:00 am 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. For 12 hour shift employees, the basic work week shall be seventy-two (72) hours to be worked during two (2) weeks, fourteen (14) consecutive days.
- 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. Counseling Associates professional staff shall typically be staffed by mutual agreement between the employee and management to meet the needs of consumer scheduling. These shifts may be 10 hour shifts, Monday thru Thursday.
- 4.5 The regular workday will normally be eight (8) consecutive hours in any twenty-four (24) hour period. The regular workday for 12 hour shift employees will normally be twelve (12) consecutive hours in any twenty four (24) hour period.
- 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) or twelve (12) hour shift. The duty free breaks and the lunch period shall be taken at times designated by the employee's

immediate supervisor. For employees working 12 hour shifts,

- 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. Employees shall receive overtime compensation beginning on day eight (8). See Home Health MOU.
 - 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 weekends (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, Home Health, Cardiac Rehab, the OR and Discharge Planner shall normally work Monday through Friday as is currently the schedule.
 - I. RNs and LPNs will not normally be scheduled 3-11 before their weekends off.
 - J. There shall be an effort made to schedule a minimum of two RNs per shift.
 - K. Part-time employees must work every other 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 Hospital 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 it shall be staffed on the basis of seniority preference using the combined full-time and part-time seniority list. 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 compensated hours shall be considered as time worked for purposes of calculating premium pay such as overtime and bonuses.
- 5.2 If any employee is required to work in excess of forty (40) hours during a one (1) week period under the forty (40) hour per week method or is required to work in excess of eighty (80) hours during a two (2) week period or in excess of eight (8) hours any work day under the 8 and 80 method, the employee will be paid at one and one-half (1-1/2) times the regular rate of pay for all excess so worked.

For employees working 12 hour shifts, employees will also receive overtime for all hours worked in excess of twelve (12) hours per day on a scheduled twelve (12) hour shift.

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

Counseling Associates professional staff will be paid overtime and one and a half (1 ½) times the regular rate of pay for work in excess of forty (40) hours per week.

- 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 through 4.
- 5.6 Full-time and regular part-time employees requested by Administration to work any full 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 in or call-back by the Employer. The employee will be available by beeper (furnished by the Hospital) or by telephone to work at the Hospital when needed.

- 6.2 Call-in refers to those employees who are scheduled on-call for period of time covering up to one shift and are called to work to complete all or part of that shift. Call-in refers to nursing employees.
- 6.3 Effective June 1, 2015, employees required to be on-call shall be paid four dollars (\$4.00) per hour for each hour on call.
- 6.4 If nursing staff is called in to work while on-call off premises, she/he will be guaranteed not less than two (2) hours pay at straight time or overtime rate, whichever is applicable.
- 6.5 Weekend call out shifts for Home Health nurses shall be reimbursed at a minimum of two (2) hours at regular pay or overtime rate, whichever is applicable.
- 6.6 If an employee is placed "on-call" after working a shift, on-call pay will be four dollars (\$4.00) per hour.
- 6.6b Call-backs are paid a minimum of two hours at one and one-half (1-1/2) times. Employees shall not be paid for more than (1) call back within a two (2) hour time period. A new call-back cannot occur until two (2) hours have expired. Counseling Associates professional staff shall be eligible for call-backs for incidents occurring outside of regular work day
- 6.7 On-call pay for weekends will be four dollars (\$4.00) per hour.
- 6.8 On-call pay for holidays will be four dollars (\$4.00) per hour.
- 6.9 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 hospital 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 hospital premises and not on duty.
- 6.10 On-call hours shall accumulate monthly toward benefits at the rate of 100% of total accumulated hours of call to a maximum of full-time benefits.

ARTICLE 7 SHIFT DIFFERENTIALS

- 7.1 Employees working 12 hour shifts shall be paid a differential of one dollar and twenty-five cents (\$1.25) per hour for all hours worked between 7:00 p.m. and 7:00 a.m.. Full-time employees assigned exclusively to work between 7:00 p.m. and 7:00 a.m. will be paid a shift differential of two dollars (\$2.00) per hour.
- 7.2 RNs who are assigned to Monitored Bed I, Cardiac Rehab, Infection Control, Critical Care Obstetrics, Oncology, Staff Education, Emergency Room Float and Ambulance Runs shall be paid seventy-five cents (\$.75) per hour differential in addition to other differentials, for all hours worked in the above assigned areas. RNs who are assigned to OR Supervisor shall be paid one dollar (\$1.00) per hour. RNs who are assigned to Charge, shall be paid one dollar seventy five cents (\$1.75) per hour differential in addition to other differentials, for all hours worked as Charge Nurse.

Mental Health practitioners providing Clinical Supervision shall receive a differential of \$120 per month for each person receiving supervision to licensure until licensure requirements are met.

- 7.3 Differentials are in addition to their regular rate of pay. Differentials are paid on other premium hours (i.e., overtime hours).
- 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 Hospital 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 more than twelve (12) SAD days per calendar year. However, this does not apply to call shifts.
- 8.6 Employees may substitute vacation pay or holidays 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.
- 9.2 The Hospital shall attempt to rotate holidays off from year to year. The floating holidays off shall be scheduled at the mutual convenience of the employee and the Hospital.
- 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 holidays worked. 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 another day off thirty (30) days before or after such holiday with pay at their regular rate for full-time employees and pro-rated based on the average number of hours worked per pay period for part-time employees. 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 day off. Employees may wait beyond the 30 days to take their holiday so long as it is pre-approved by their department manager.

- 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.
- 9.5 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 purposes of this Article, one (1) day shall mean eight (8) hours. Staff hired to work 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 VACATION 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.

- 10.2 Employees may carry over 50% of the annual vacation accumulation to a maximum of three hundred and twenty hours.
- 10.3 Part-time employees shall receive pro-rata vacation within each year based on a ratio of hours worked or compensated to full-time (2080) hours.
- 10.4 Employees may use vacation days in order to maintain benefits.
- 10.5 Employees may cash out vacation days up to a maximum of the number of vacation days taken with time off during the year. However, an overtime situation cannot be created by cashing out of holiday or vacation hours.
- 10.6 Scheduling of vacation 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.

- 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. 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. 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 Vacations scheduled over and around the holidays shall be granted to the more senior employees first to the extent that staffing needs permit, rotation of holidays, and advance notice is given.
- 10.11 Employees will be notified of their vacation accumulation each payroll period.

ARTICLE 11 SICK LEAVE

- 11.1 Regular full-time employees shall earn sick leave at the rate of one (1) day per calendar month, accumulative to a maximum of seventy (70) days. Part-time employees will earn sick leave at the rate of one (1) day for each 173.3 of compensated hours (as defined in Section 8.3) to a maximum of seventy (70) days. Sick leave may be used in a minimum of one (1) hour increments.
- 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. 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 Hospital may require a physician's certificate as evidence of employee's spouse's or 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 Hospital 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 Hospital 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 and 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 Hospital and the Union. The Union and Hospital 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 Hospital 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 employee 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, sons-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.
- 13.2 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 units.

- 13.4 In the event of a layoff, prior notice shall thirty (30) days in advance by the Hospital. 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 (3) 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. 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 Hospital 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", in the dining area to be maintained by the Hospital 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 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 one (1) year 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 Hospital, shall furnish the Hospital 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.

- 15.2 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.
- 15.3 The Hospital 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 Hospital two (2) weeks prior to the beginning of such leave and only if staffing needs of the Hospital are such that the leave may be granted.
- 15.4 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 Hospital a request for a change in the date of return to work, which request may be granted at the Hospital's discretion.
- 15.5 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 Employees who are called to serve on a jury, or to court, shall be reimbursed for regularly scheduled work hours lost because of such service. The employee shall turn in any monies received from the court for such service excluding meals and travel allowance to the Business Office. All time spent on jury duty instead of scheduled work hours shall be considered time worked for benefits.
- 15.7 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 Personal leaves of absence shall be granted by the Hospital 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 Hospital 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 Hospital and the Union. Leaves, except for disability, 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 personal leave.

The Hospital shall be in compliance with the Family Medical Act of 1993, i.e., employees may take a leave of absence for illness of a family member.

- 15.9 Employees may continue in the Hospital 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 Hospital, 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 Hospital, representatives of the Hospital and the Union shall meet in an attempt to resolve the grievance. Within seven (7) days of the meeting between representatives of the Hospital and the Union, the Hospital 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 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 Hospital 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, 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, Hospital 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 Hospital 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 Hospital 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 Hospital 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 Hospital 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 Hospital 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

Retroactive to June 1, 2015, 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% in 2015, 2016 and 2017. Steps increases will occur each year for eligible employees. The Hospital will use HHRAM and Medisota data to consider market adjustments to classifications each year. The Hospital and Union agree to a wage re-opener prior to the 2017/2018 year to account for any potential turnaround in the hospital's financial standing.

New employees will be placed on the wage scale by mutual agreement of the Hospital and the Union. Any credit for prior experience must be mutually reviewed at time of hire. A current employee who changes classifications shall be placed on the wage scale by mutual agreement between the Employer and the Union.

Employees who are placed on the wage scale above Step 1 shall progress through the wage scale in accordance with the years of service required to advance to the next step. For instance, a new employee who is placed on Step 10 will progress to Step 12 after two (2) years of employment.

For the purpose of implementing the 12 year step, employees who were on the 1st ten year step of the old wage schedule will move to the 12 year step on the new wage schedule as follows: Michele Sonnabend, October 20, 2007. These employees will move to Step 14 on their anniversary date of employment in 2009. Movement to any steps beyond 14 will also occur on their anniversary date of employment.

18.4 Individual Health Insurance

The Hospital shall pay 85% 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 Hospital 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.

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

18.5 Dependent Health Insurance

The Hospital shall pay 50% of the cost of medical insurance for employees who choose dependent coverage and regularly work thirty (30) hours or more per 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 per week for three (3) consecutive months. Employees who average less than thirty (30) hours of work per week shall have the option of coverage for dependents, paying the cost through payroll deduction.

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

18.6 Ancillary Insurance

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

18.7 Discount on Services Performed at Swift County Benson Hospital

Employees and their families will receive a 15% discount after insurance has paid for services performed at the Swift County Benson Hospital.

18.8 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.

18.9 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 Hospital 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.

18.10 Term Life Insurance

The Hospital 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 Hospital. 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.

18.11 Changes in Insurance Coverage

The Hospital 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).

18.12 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, triglycerides, HCL, calculated LDL)

Comprehensive Profile (Glucose and total of 14 chemistries)

C-7 (Hemoglobin, wdc, 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 procedures 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. 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.

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 The employee's personnel file will be purged of all reprimands when resolved or within two (2) years after occurrence.

19.5 All RNs, LPNs and Counselors will give the Hospital four (4) 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 Hospital and the employee.

ARTICLE 20

SAFETY AND HEALTH

20.1 The Hospital 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 Hospital 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, 2015 until May 31, 2018. 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: By the casting of a secret ballot vote of the membership
RN-LPN UNIT, 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 on this

18 day of August, 2015.

SWIFT COUNTY-BENSON HOSPITAL

LOCAL 2053, COUNCIL 65, AFSCME

By: _____
Chairman of the Committee

By: Swan Gero
Negotiating Team Member

By: Kent Wallick
Hospital Administrator

By: Maggie Holman
Negotiating Team Member

By: Sarah McLean
Negotiating Team Member

By: Sarah Helmbarger
Negotiating Team Member

By: Sam Vecin, AFSCME Council 65
AFSCME, MN Council 65 Representative

PROFESIONAL UNIT WAGES 2015, 2016, 2017

POSITION		LONGEVITY															
		1	2	3	4	5	6	7	8	9	10	12	14	16	18	20	25
RN CURRENT	6/1/2015	26.37	27.03	27.70	28.40	29.11	29.84	30.58	31.35	32.13	33.41	34.25	35.11	35.98	36.88	37.81	38.75
	6/1/2016	26.63	27.30	27.98	28.68	29.40	30.13	30.89	31.66	32.45	33.75	34.59	35.46	36.34	37.25	38.18	39.14
	6/1/2017	26.90	27.57	28.26	28.97	29.69	30.43	31.20	31.98	32.78	34.09	34.94	35.81	36.71	37.62	38.57	39.53
LPN	6/1/2015	16.60	17.02	17.44	17.88	18.32	18.78	19.25	19.73	20.23	21.03	21.56	22.10	22.65	23.22	23.80	24.39
	6/1/2016	16.77	17.19	17.61	18.06	18.51	18.97	19.44	19.93	20.43	20.94	21.78	22.32	22.88	23.45	24.04	24.64
	6/1/2017	16.93	17.36	17.79	18.24	18.69	19.16	19.64	20.13	20.63	21.15	21.99	22.54	23.11	23.68	24.28	24.88
MH BACHELOR DEGREE also have mental health coun social worker scale	6/1/2015	18.72	19.19	19.67	20.16	20.66	21.18	21.71	22.25	22.81	23.72	24.20	24.68	25.17	25.68	26.19	26.71
	6/1/2016	18.91	19.38	19.86	20.36	20.87	21.39	21.93	22.47	23.04	23.96	24.44	24.93	25.42	25.93	26.45	26.98
	6/1/2017	19.10	19.57	20.06	20.56	21.08	21.61	22.15	22.70	23.27	24.20	24.68	25.18	25.68	26.19	26.72	27.25
MASTER DEGREE-UNLIC	6/1/2015	21.60	22.14	22.69	23.26	23.84	24.44	25.05	25.68	26.32	27.37	27.92	28.48	29.05	29.63	30.22	30.82
	6/1/2016	21.82	22.36	22.92	23.49	24.08	24.68	25.30	25.93	26.58	27.64	28.20	28.76	29.34	29.92	30.52	31.13
	6/1/2017	22.03	22.59	23.15	23.73	24.32	24.93	25.55	26.19	26.85	27.92	28.48	29.05	29.63	30.22	30.83	31.44
LIC PROF COUNSELOR (LPC) LIC GRAD SOCIAL WORKER (LGSW)	6/1/2015	23.56	24.15	24.75	25.37	26.01	26.66	27.32	28.01	28.71	29.85	30.45	31.06	31.68	32.31	32.96	33.62
	6/1/2016	23.80	24.39	25.00	25.63	26.27	26.92	27.60	28.29	28.99	30.15	30.76	31.37	32.00	32.64	33.29	33.96
	6/1/2017	24.03	24.63	25.25	25.88	26.53	27.19	27.87	28.57	29.28	30.45	31.06	31.68	32.32	32.96	33.62	34.30
LMFT/LPCC/LICSW	6/1/2015	25.25	25.88	26.53	27.19	27.87	28.57	29.28	30.01	30.76	32.00	32.64	33.29	33.95	34.63	35.33	36.03
	6/1/2016	25.50	26.14	26.79	27.46	28.15	28.85	29.58	30.31	31.07	32.32	32.96	33.62	34.29	34.98	35.68	36.39
	6/1/2017	25.76	26.40	27.06	27.74	28.43	29.14	29.87	30.62	31.38	32.64	33.29	33.96	34.64	35.33	36.04	36.76
LICENSED PSYCHOLOGIST (LP)	6/1/2015	29.76	30.50	31.27	32.05	32.85	33.67	34.51	35.38	36.26	37.71	38.46	39.23	40.02	40.82	41.63	42.47
	6/1/2016	30.06	30.81	31.58	32.37	33.18	34.01	34.86	35.73	36.62	38.09	38.85	39.63	40.42	41.23	42.05	42.89
	6/1/2017	30.36	31.12	31.90	32.69	33.51	34.35	35.21	36.09	36.99	38.47	39.24	40.02	40.82	41.64	42.47	43.32

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.