

**AGREEMENT**

**BETWEEN**

**RICE HOSPITAL EMPLOYEES  
LOCAL #3296**

**AND**

**RICE MEMORIAL HOSPITAL  
WILLMAR, MINNESOTA**

**JANUARY 1, 2016  
through  
DECEMBER 31, 2018**

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## **ARTICLE I AGREEMENT**

THIS AGREEMENT is entered into by and between the Rice Memorial HOSPITAL, Willmar, Minnesota, hereinafter referred to as the HOSPITAL, and Rice HOSPITAL Employees UNION Local #3296, affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the UNION, for the purpose of promoting and improving relations between the HOSPITAL and the UNION, establishing a formal understanding relative to conditions of employment, and providing a means for amicable and equitable adjustment of any and all differences and/or grievances which may arise, all of which the parties hereto believe and affirm will insure to the welfare and benefit of the public.

## **ARTICLE II RECOGNITION**

### **Section 1.**

As mutually agreed between the parties, the HOSPITAL recognizes the UNION as the exclusive representative for all collective bargaining purposes of the employees of Rice Memorial HOSPITAL, Willmar, Minnesota, as per certification by the State of Minnesota Bureau of Mediation Services, Case No. 75-R-399, dated March 4, 1975, and by agreement between the HOSPITAL and the UNION dated February 22, 1985. All non-professionals covered by the current contract are listed in Appendix A of this Agreement.

### **Section 2.**

The HOSPITAL shall not enter into any contract with the employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement; further, that any previous recognition of exclusive representation is null and void.

### **Section 3.**

Each employee who currently is or shall become a member of Local #3296, AFSCME, AFL-CIO, on or after the execution date of this Agreement, shall remain a member of the UNION in good standing as a condition of employment. All new employees hired after HOSPITAL approval of this Agreement shall, as a condition of employment, become UNION members within thirty days of employment and shall remain a member in good standing as a condition of employment. Employees who fail to comply with this requirement shall be discharged by the HOSPITAL within ten (10) days after receipt of written notification to the HOSPITAL from the UNION requesting discharge.

In recognition of the UNION as the exclusive representative, the HOSPITAL shall:

- a. Deduct each pay period, an amount sufficient to provide payment of dues (or an "agency shop" deduction up to the amount of such dues, if provided by law, in the event the employee elects not to become a UNION member).

- b. Remit such deduction along with pertinent employee information necessary for the collection and administration of UNION dues to AFSCME Council 65 Administrative Office (118 Central Avenue, Nashwauk, MN 55769).

**Section 4. Deduction of Dues**

The HOSPITAL agrees to deduct membership dues from the earnings of any bargaining unit employee who has executed the authorization card which has been agreed upon by the HOSPITAL and the UNION. Deduction of dues shall be made each pay period using a formula (or schedule, if applicable) provided to calculate the actual dues deduction. The UNION will provide a spreadsheet that can be used to calculate the actual dues in an electronic Excel format or via U.S. mail. Dues deductions shall be continued and terminated in accordance with said authorization card. All sums deducted shall be remitted to the UNION, together with a list of the names of the employees from whom the deductions were made. The UNION agrees to indemnify and hold the HOSPITAL harmless against any and all claims, suits, orders or judgment brought or issued against the HOSPITAL as a result of any action taken or not taken by the HOSPITAL, under the provisions of this Article. The HOSPITAL shall supply the UNION with a monthly list which includes employees terminated and employees on leaves of absence.

**ARTICLE III  
DEFINITIONS**

**Full-Time.** Employed by the Hospital to work eighty (80) hours in a two-week payroll period.

**Part-Time.** Employed by the Hospital to work a usual specified number of scheduled hours, but less than eighty (80) hours in a two-week payroll period.

**Casual.** Employed by the Hospital to supplement its full-time and part-time staff as needed. Casual employees are not committed to a specified number of hours each two-week payroll period; rather, they are assigned to work on an "as needed" basis. Depending on circumstances and need, a casual employee may work anywhere from 0-80 hours in a two-week payroll period.

**Temporary.** Employed by the Hospital to work a usual specified number of hours each two-week payroll period, not to exceed six (6) consecutive months. A temporary employee may be full-time or part-time, depending on the circumstances of the temporary need. Temporary employees can be utilized for a number of reasons, including but not limited to replacing an employee on a leave of absence, a medical leave, or jury duty.

Temporary positions and employees who are high school students are excluded from the bargaining unit.

## **ARTICLE IV RIGHTS OF MANAGEMENT**

### **Section 1.**

Except as limited by the provisions of this Agreement, the management at the HOSPITAL and the direction of the working forces, including the right to direct, plan and control HOSPITAL operations, to hire, recall, transfer, promote, demote, schedule employees, suspend for cause, discipline and discharge employees for cause, to lay off employees because of lack of work or for other legitimate reasons, to introduce new and improved operating methods and/or facilities, and to change or discontinue existing operating methods and/or facilities, and to manage the HOSPITAL are vested exclusively in the HOSPITAL.

### **Section 2.**

Nothing in this Agreement shall prohibit or restrict the right of the HOSPITAL to subcontract work performed by employees covered by this Agreement. In the event such decision to subcontract will result in the permanent lay off of bargaining unit employees, the HOSPITAL will provide the UNION a minimum of five (5) calendar days notice and the opportunity to meet and confer regarding the impact of such decision on displaced bargaining unit employee.

## **ARTICLE V HOURS OF WORK**

### **Section 1. Normal Hours of Work**

The normal hours of work shall be eight (8) hours per day and eighty (80) hours in a fourteen (14) day period or forty (40) hours in a seven (7) day period at the discretion of the HOSPITAL.

### **Section 2.**

Part-time employees are those employees who are regularly scheduled to work, but for less than eighty (80) hours during a fourteen-day pay period.

An employee who is hired or promoted for a certain period of time will be classified as a temporary full-time or temporary part-time employee. An example of such an employee shall be one who is hired for just the summer months. Temporary employees shall not be entitled to such fringe benefits as vacation, sick leave, and employment physical, and holiday pay.

### **Section 3. Breaks**

Employees shall be allowed 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. Such breaks and lunch period shall be scheduled by the employee's immediate supervisor.

### **Section 4. Split Shifts**

The HOSPITAL agrees that there shall be no split shifts for any employee unless it is mutually agreeable with the HOSPITAL and the employee.

**Section 5. Weekends and Consecutive Work Days**

The work schedules for all employees shall provide for two (2) Sundays off in each four-week period, together with a day consecutive therewith, which shall be a Saturday-Sunday. Full-time employees shall also have another two (2) days off during such fourteen-day period.

No employees shall be scheduled to work more than seven (7) consecutive days, except in an emergency. Any employee working more than seven (7) consecutive days shall be compensated at time and one-half (1 ½) rates for all days worked in excess of seven (7) unless such excess days are worked at the employee's request.

Exceptions to the foregoing schedule may be made by mutual agreement.

**Section 6. Posting Work Schedules**

Work schedules shall be posted no later than Tuesday noon prior to use and shall be changed on no less than a forty-eight (48) hour notice.

**Section 7. Calls Offs**

The HOSPITAL will provide employees two (2) hours notice prior to the scheduled shift of a call-off if it involves the entire shift. If the HOSPITAL fails to provide two (2) hours notice or does not attempt to contact the employee at least two (2) hours prior to the scheduled shift, the employee will be entitled to two (2) hours pay at the employee's regular rate of pay.

**Section 8. Low Need Days**

No full-time or regularly scheduled part-time employees shall be required to take more than eighty (80) low-need hours per calendar year. For purpose of this section, the requirements of Article VIII, Seniority, Section 5 shall not apply.

Low need days shall be assigned on a rotating basis per calendar year beginning with the least senior employee scheduled for a particular shift and then moving up the seniority list in inverse seniority order. No employee shall receive more than one low need shift per pay period unless the rotation list has been exhausted.

**Section 9. Temporary Reduction In Hours**

Unanticipated declines in HOSPITAL needs may result in the need to temporarily reduce hours, but it is recognized by the parties that the basic policy shall be to use the layoff procedure of this Agreement to accomplish staff reductions when a reduction in patient needs is reasonably expected to occur over a continuing period of time. During the term of this Agreement, the UNION may request the opportunity to meet and confer regarding the application of this Section by submitting a request in writing to the HOSPITAL at least ten (10) days in advance of a proposed meeting date.

## **ARTICLE VI**

### **OVERTIME, ON CALL AND DIFFERENTIALS**

#### **Section 1. Overtime**

All employees performing work beyond the regular work day of eight (8) hours, or eighty (80) hours in any two (2) week period, shall be paid time and one-half (1 ½) the regular rate of pay. Overtime shall be calculated after eight and one-half (8 ½) hours of work in a workday.

In the alternative to an eight/eighty (8/80) work schedule, for overtime purposes, employees may be scheduled so as to provide eligibility for overtime only after the completion of forty (40) hours of work within the seven (7) day pay period.

An employee shall have the opportunity to review the alternative work schedule or schedules being considered prior to volunteering. The HOSPITAL shall retain written documentation that an employee has agreed to an alternative work schedule and the type of schedule to which the employee has agreed.

Overtime payments shall not be duplicated for hours worked in excess of eight (8) in a regular work day and in excess of eighty (80) in a fourteen (14) day period.

Paid hours which would be added to worked hours for overtime purposes would include pre-approved PTO hours. All other paid leave hours would be excluded.

#### **Section 2. Overtime Distribution**

Overtime work shall be distributed as equally as possible among the employees in each classification of work. When a full-time employee is called out to work on a scheduled day off, the employee shall not be given, unless requested by the employee, another day off from his regular assigned work days during that pay period to avoid the payment of overtime.

#### **Section 3. On Call Pay**

Employees designated to be on-call shall be compensated \$2.45 per hour for each hour on-call. Employees who are designated to be "on call" and called back to work shall be guaranteed a minimum two (2) hours pay at the employee's regular rate, for each call-back, with the condition that an employee shall not be paid twice for additional call-backs which occur within each two-hour call-back period during a shift. Employees on call on a holiday will be paid one and one-half (1 ½) times the on-call rate.

#### **Section 4. Weekend Differentials**

Effective the first day of the first full pay period of 2014, employees will be paid an additional ninety cents (\$.90) per hour (in addition to the applicable rate of pay) for work performed between 11:00 p.m. Friday and 11:00 p.m. Sunday.

**Section 5. Shift Differential**

Effective the first day of the first full pay period of 2014, employees working the second shift will be paid an additional seventy cents (\$.70) per hour, and employees working the third shift will be paid an additional eighty-five cents (\$.85) per hour.

**Section 6. Weekend Charge Employee - CPD and General Stores (IDP)**

Effective the first day of the first pay period following Hospital approval of this Agreement, the charge employee will be paid an additional twenty-five cents (\$.25) per hour (in addition to the applicable rate of pay) as charge pay.

**Section 7. Mandatory Meeting/In-Service**

Effective the first day of the first full pay period of 2014, an employee who reports for a mandatory meeting/in-service will receive a minimum of two (2) hours pay.

**ARTICLE VII  
HOLIDAYS**

**Section 1. Holidays**

All regular full-time employees shall be granted the following holidays off with pay:

New Year's Day	January 1
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

**Section 2. Holiday Scheduling**

Department heads will attempt to schedule employees to work holidays in a manner so as to avoid employees working consecutive holidays or the same holiday on successive years insofar as staffing considerations, emergency situations, employee illness and patient census will allow. It is understood that seniority considerations are waived for this purpose only, and the department head's judgment in this matter is final and binding.

**Section 3. Pay for Holiday Work**

Regular full-time employees who are required to work on any of the holidays shall receive time and one-half (1 ½) their regular straight time rate in addition to another mutually agreed upon day of PTO if they wish.

Regular part-time employees who are required to work on any of the holidays shall receive time and one-half (1 ½) their regular straight time rate in addition to their holiday pay.

**Section 4. Regularly Scheduled Day Off**

If a holiday falls on a regularly scheduled day off, the employee shall receive another paid day off within the current pay period in lieu of said holiday pay.



**Section 5. Pay for Christmas Holiday**

For purposes of payment, the Christmas holiday shall commence at 3:00 p.m. on December 24 and end at 11:00 p.m. on December 25.

**ARTICLE VIII  
PAID TIME OFF**

**Section 1. Implementation**

Time off with pay that was previously accrued for vacation, holidays, sick time and funeral leave has now become available as Paid Time Off (P.T.O.). This time may be used at the employee's option, with approval of the Department Director for time off for personal reasons in accordance with the procedures set forth below. The purpose of P.T.O. is to provide the employee with greater flexibility in using time off while assuring Administration that absences will be planned in advance for adequate coverage to be arranged. This is not intended to change any of the existing policies and procedures regarding notification, approval or scheduling, except as noted.

**Section 2. Eligibility**

- (1) Regular full-time employees are eligible to accrue, and will accrue annually one of four P.T.O. allowances, depending on the length of service and employment status.
- (2) Employees who are regular part-time or on-call accrue at a prorated amount based upon regular hours of work at one of four allowances. Employees temporarily assigned to full-time hours continue to accrue at the part-time schedule until they receive regular full-time status from their Department Director.

**Section 3. Accrual of Paid Time Off**

Earned P.T.O. shall be determined by length of service and the number of regular hours an employee has worked. Regular hours worked shall be defined as:

- (1) Worked hours, up to eighty (80) hours in a pay period.
- (2) P.T.O. hours taken or cashed in.
- (3) Credited benefit hours.

Full-time employees hired prior to 1/1/07 shall earn Paid Time Off as follows:

AMOUNT OF CONTINUOUS SERVICE	MAXIMUM YEARLY PAID TIME OFF EARNED	MAXIMUM ALLOWABLE ACCRUAL	RATE EARNED PER HOUR WORKED
0 through 3 Years	26 Days = 208 Hours	416 Hours	.1000
After 3 Years	31 Days = 248 Hours	496 Hours	.1192
After 8 Years	36 Days = 288 Hours	576 Hours	.1384
After 25 Years	41 Days = 328 Hours	656 Hours	.1576

Part-time employees hired prior to 1/1/07 shall earn Paid Time Off as follows:

AMOUNT OF HOURS WORKED	MAXIMUM YEARLY PAID TIME OFF EARNED	MAXIMUM ALLOWABLE ACCRUAL	RATE EARNED PER HOUR WORKED
0 – 6,240 Hours	21 Days = 168 Hours	336 Hours	.0808
6,241 – 16,640 Hours	26 Days = 208 Hours	416 Hours	.1000
16,641 – 52,000 Hours	31 Days = 248 Hours	496 Hours	.1192
After 52,000 Hours	36 Days = 288 Hours	576 Hours	.1385

Full-time employees hired on or after 1/1/07 shall earn Paid Time Off as follows:

AMOUNT OF CONTINUOUS SERVICE	MAXIMUM YEARLY PAID TIME OFF EARNED	MAXIMUM ALLOWABLE ACCRUAL	RATE EARNED PER HOUR WORKED
0 through 3 Years	22 Days = 176 Hours	264 Hours	.0847
After 3 Years	27 Days = 216 Hours	324 Hours	.1039
After 8 Years	32 Days = 256 Hours	384 Hours	.1231
After 25 Years	37 Days = 296 Hours	444 Hours	.1424

Part-time employees hired on or after 1/1/07 shall earn Paid Time Off as follows:

AMOUNT OF HOURS WORKED	MAXIMUM YEARLY PAID TIME OFF EARNED	MAXIMUM ALLOWABLE ACCRUAL	RATE EARNED PER HOUR WORKED
0 – 6,240 Hours	17 Days = 136 Hours	204 Hours	.0654
6,241 – 16,640 Hours	22 Days = 176 Hours	264 Hours	.0847
16,641 – 52,000 Hours	27 Days = 216 Hours	324 Hours	.1039
After 52,000 Hours	32 Days = 256 Hours	384 Hours	.1231

#### Section 4. Usage of Paid Time Off

##### (1) General.

Once an employee has worked the initial six (6) months, they may use accumulated time as Paid Time Off. Time available for use will be based on time available at the completion of the previous pay period. After the initial six months has elapsed, Paid Time Off may be scheduled for any mutually convenient time, subject to advance approval. PTO scheduled for planned or known absences must provide for advanced notice to the immediate supervisor, whereas PTO used for unplanned or emergency purposes requires less notice. Absences used under PTO require that an exception report be completed and sent to Payroll to enable Payroll to pay for the absence properly. The Hospital reserves the right to send employees home who come to work ill or who become ill during their shift. The Hospital also reserves the right to deny PTO if it causes undue disruption of the work flow.

The exception to usage of PTO is that full-time employees may use PTO hours for defined holidays immediately upon hire as the holidays occur.

(2) Paid Time Off for Holidays.

The Hospital observes six defined holidays per year. They are (1) New Year's Day, (2) Memorial Day, (3) Independence Day, (4) Labor Day, (5) Thanksgiving Day, (6) Christmas Day. Holiday pay will be paid for hours worked during the 24 hour period of the holiday. Holiday hours run from 11:00 p.m. on the eve before the day until 11:00 p.m. the day of the holiday, except the Christmas Holiday which begins at 3:00 p.m. Christmas Eve and runs until 11:00 p.m. Christmas Day, for holiday pay purposes. Holiday pay shall be paid at 1-1/2 times the regular rate of pay for the holiday hours worked for full-time, non-exempt employees. Full-time, non-exempt employees may take a day of PTO as an alternate holiday off as well if they wish. Part-time, non-exempt employees will receive 2-1/2 times their regular rate of pay if they work during the designated holiday hours, since they do not receive PTO for defined holidays. Exempt employees will be paid at straight time.

- (a) If the full-time employee will be gone, he/she will be paid one day at a straight time wage from the Paid Time Off accumulation provided that the employee has at least one day Paid Time Off accumulated. Full-time employees are immediately eligible to take PTO for these defined holidays. Holidays must be specified on the exception report and sent to Payroll.
- (b) Part-time employees scheduled off for the holiday will not receive PTO for the holiday.

(3) Parental Leave for Birth Mothers.

Option I. Parental leave for the period of disability due to maternity purposes.

The first four days of parental leave come from the PTO bank, if available. If not available, the first four days are unpaid. Upon receipt of a doctor's statement specifying the period of disability for maternity purposes, available paid time from the Extended Sick Time (EST) bank would begin on the fifth day through the end of the disability period as specified or until the Extended Sick Time bank hours were entirely used, whichever is less. The employee would return to work immediately after the period of disability, as specified, based on the work schedule developed with the supervisor. PTO and EST hours are paid out at the same rate that the employee had worked during the preceding year or portion thereof at RMH.

Option II. Extended Parental leave for Birth Mothers.

The Hospital allows up to a six calendar month leave of absence and maintains the right for the employee to return to their position upon return to work. The disability part of the leave would be utilized as in Option I, above. However, after

the period of disability ends, the individual would be allowed to use available PTO hours through the end of the six month period or until they were entirely used, whichever occurred first. PTO and EST hours are paid out at the same rate that the employee had worked during the preceding year or portion thereof at RMH. Employees on a prenatal leave of absence must specify a date of return to work on the Parental Leave Request Form and return to the work schedule on that date. Employees who wish to return to work earlier than the declared date of return must have any earlier date of return to work approved two weeks in advance by the Department Director/Clinical Director.

(4) Extended Parental Leave for Adoptive Parents and/or Birth Fathers.

This Hospital allows up to a six calendar month leave of absence and maintains the right for the employee to return to their position upon return to work. There is no disability portion that occurs with this option. The employee may take available PTO hours at the same rate at which they have worked during the preceding year or portion thereof at RMH. Payroll must be notified with an exception report.

Employees on a parental leave of absence must specify a date of return to work on the Parental Leave Request Form, and return to the work schedule on that date. Employees who wish to return to work earlier than the declared date of return must have any earlier date of return to work approved two weeks in advance by the Department Director/Clinical Director.

(5) Vacations.

PTO hours for vacation purposes must be taken in increments of no less than one hour and are limited to a maximum of 30 calendar days at one time. Advance notice of vacation requests is necessary to arrange for replacements in most instances. Exception reports must be sent to Payroll for processing upon approval.

(6) Funeral Leave.

PTO may be used for funerals. There is no longer a list of designated relatives or a three day limit. As much notice as possible should be given to the immediate supervisor. Length of time away may not exceed 5 calendar days, however extensions may be requested from the immediate supervisor. Exception reports must be sent to Payroll for processing upon approval.

**Section 5. Cash Out**

An employee may cash PTO bank hours in any given year, but there must be enough hours remaining in the bank to cover the request for cash out. An employee may request cash two times during the year at least 6 pay periods apart, for up to half the approved hours each time. Notification must be in writing and given to Payroll one week prior to the start date of the pay period in which payment is to be received. Taxes will be deducted from the hours requested.

The Hospital reserves the right to limit payouts for any given pay period based on cash available. Requests shall be honored in the order received. PTO bank hours may be cashed out according to the following schedule.

AMOUNT OF HOURS WORKED	MAXIMUM CASH OUT PER YEAR	MAXIMUM CASH OUT EACH TIME
0 – 6,240 Hours	80 Hours	40 Hours
6,241 – 16,640 Hours	120 Hours	60 Hours
16,641 – 52,000 Hours	160 Hours	80 Hours
After 52,000 Hours	200 Hours	100 Hours

**Section 6. Termination**

Upon termination, an Employee is entitled to receive pay for any earned time they have accumulated provided that they give proper notice of at least 2 weeks. Those employed for less than 6 months receive pay only for time worked through the day of termination. When an employee resigns, (s)he is expected to work the total time of the resignation. Paid Time Off cannot be used as a substitute for working the total required time. Paid Time Off payments will be made on the last regular pay day. Any monies owed the Hospital by the employee will be deducted prior to payout of PTO. Employees are not eligible for PTO if discharged for misconduct.

**Section 7. Extended Sick Time (EST)**

Extended Sick Time is earned at the rate of .0231 hours for every hour worked up to a maximum of 80 hours worked per pay period. This works out to 48 hours per year for a full-time employee. Employees hired prior to 1/1/07 may accumulate up to a maximum of 800 hours of EST in their accounts. Employees hired on or after 1/1/07 may accumulate up to a maximum of 600 hours of EST in their accounts.

EST becomes available for an employee to use as defined, six calendar months after their employment date as a Rice Hospital employee and successful completion of probation.

EST is used in conjunction with PTO and is earned exclusively for long term illness, defined as any illness exceeding four consecutive working days per incident, with the following exceptions:

- (1) EST would be available for use immediately in the event of a worker’s compensation incident.
- (2) An unsuccessful attempt to return to work for an employee injury or illness of one working day or less would allow a continuation of EST without taking another four days of PTO first. Light duty determinations by a doctor would not fit under this definition. A doctor’s statement would need to be produced upon demand by the hospital.
- (3) The Department Manager/Executive Team determines that an employee’s presence is “critical” to the operation of the Hospital/Nursing Home and approves the return of that employee on a part time and/or intermittent work basis. EST would continue for the non-working hours. The final determination of “critical” is made by the Executive Team.

The first four days of an injury or illness absence comes out of the PTO bank.

Extended Sick Time is reimbursable only when used and may not be exchanged for cash under any circumstances, other than an employee with ten (10) or more years of service will have 75% of their EST bank placed into a Health Care Savings Plan (HCSP) at the time of retirement. If an employee dies with ten (10) or more years of service, 75% of the EST balance will be paid out, deposited into the employee's payroll direct deposit account the first pay period after their death.

The Hospital reserves the right to send employees home from work who are ill or who become ill during their shift.

## **ARTICLE IX SENIORITY**

### **Section 1. Seniority Date**

Seniority shall be on the basis of the employee's last date of hire. When two or more employees have the same seniority date, the employee whose social security number is higher, based on the last four (4) digits, shall be said to have the greater seniority.

Students who are in high school shall receive a seniority date upon completion of high school provided that the student continues employment post high school. Post-secondary students shall not accrue seniority while on student status.

### **Section 2. Probationary Period**

New employees shall serve a six (6) month probationary period.

### **Section 3. Non-Discrimination**

Seniority shall not be affected by the race, creed, color, sex, age or marital status of an employee.

### **Section 4. Seniority Lists**

Seniority lists showing the employee's name, job classification, last date of hire in their classification, and anniversary date with HOSPITAL shall be furnished to the UNION in the months of February and August. Updates to this list shall be sent to the UNION on a periodic basis.

### **Section 5. Layoffs and Recall**

Seniority rights of an employee shall be recognized in the event of layoffs and recall from layoffs within each classification. Layoffs shall be in inverse order of seniority by classification, and recall from layoff shall be in inverse order of layoff. Employees shall be provided two weeks written notice prior to layoff.

Seniority rights of an employee on layoff shall terminate after a period of one (1) year from the date of layoff, or if the employee refuses recall. Employees on recall status shall be responsible

for maintaining a current listing of their address and telephone number in the HOSPITAL's Personnel Office. Employees recalled to work shall work the designated hours established for the position for which they are recalled. In Housekeeping, 'seniority by classification' shall be defined as the most senior date of continuous employment as either Housekeeper I and/or II.

**Section 6. Posting and Filling of Vacancies and Newly Created Positions**

Any permanent vacancy or newly created position will be posted in a conspicuous place in each building where employees within the bargaining unit work. Such notice shall be posted for at least seven (7) calendar days prior to filling of such vacancy or newly created position. When reasonably possible, present employees who meet the qualifications of posted vacant positions will be given the first consideration within the seven (7) day period by indicating their interest in writing to the Personnel Office. Should qualifications be equal among employees who meet the standards of the job, the position will be offered to the most senior bidder as determined by last date of hire in that classification. No job will be posted if the posting places a current employee's job in jeopardy. In Housekeeping, 'seniority by classification' shall be defined as the most senior date of continuous employment as either Housekeeper I and/or II.

**Section 7. Promotions**

If it becomes necessary in making a promotion to bypass the senior employee, reasons for said denial shall be given, in writing, to said employee, if requested by said employee, within three (3) days after the position is filled.

The employee who is promoted shall be granted a thirty (30) day trial period to determine (1) the ability to perform the job; (2) the desire to remain on the job. During the thirty (30) day trial period, the employee shall have the opportunity to revert back to his/her former position. If the employee is unsatisfactory in the position, notice and reasons shall be submitted to the UNION, in writing, by the HOSPITAL, with a copy to the employee. The matter may then become a proper subject for the grievance procedure. During the trial period, the employee will receive the rate of the job the employee is performing.

**Section 8. Calculating Seniority**

For purposes of seniority calculation, when an employee is assigned over the course of a year to work in two classifications, the employee shall accrue seniority in the classification that the employee performs the majority of his/her work in over the period of the calendar year.

**Section 9. Seniority and Benefit Accrual When Directed Not to Work**

If the HOSPITAL contacts an employee and directs that the employee should not report to work on a scheduled shift or directs an employee to go home or to remain on call instead of working all of or a portion of a shift, the employee shall be credited with not less than the normal hours that the employee was originally scheduled to work for the purpose of seniority and benefit accrual. For the purpose of this section, the requirements of Section 5 of this Article shall not apply.

**Section 10. Promotion Out of the Bargaining Unit**

If an employee is transferred out of the bargaining unit, the employee's seniority shall be frozen for a period up to one (1) year. If during this period, the employee is laid off or incurs a substantial reduction in hours, the HOSPITAL will attempt to move the employee back to the position previously held or a similar position within the same classification at the discretion of the HOSPITAL.

**Section 11. Loss of Seniority**

An employee shall lose seniority for the following reasons:

- a. Resignation from employment.
- b. Discharge from employment.
- c. Employee does not return to work when recalled from layoff as set forth in the recall procedure.
- d. Failure to return to work following the conclusion of a designated leave of absence.

**ARTICLE X  
STEWARDS**

The HOSPITAL recognizes the right of the UNION to select one employee from each department to act as steward. The duties of the UNION steward shall be limited to and shall not exceed the investigation and presentation of grievances in accordance with the provisions of this Agreement as such grievances pertain to the steward's specific department. The steward may have the right to perform such duties during normal working hours without loss of time or pay. UNION work among designated stewards shall be distributed so as to minimize impact on work to be performed at the HOSPITAL.

It is understood that the steward will not leave his/her workstation without the approval of their immediate supervisor.

The HOSPITAL shall recognize only those stewards that are designated on a list provided the HOSPITAL by the UNION.

**ARTICLE XI  
LEAVE OF ABSENCE**

**Section 1. Parental Leave of Absence**

Leave of absence without pay will be granted to any employee as a parental leave for a period of up to one (1) calendar year as follows:

- (1) For a period of up to six (6) calendar months of the leave, during or at the conclusion of which the employee will be returned to the employee's previous position. An employee



granted a parental leave pursuant to this provision will be eligible to utilize accrued PTO and EST benefits pursuant to Article VII of this Agreement for the period of her disability, as certified in writing by her physician. The combination of paid leave and unpaid leave shall not exceed six (6) calendar months from the initial date of such leave.

- (2) For a period of an additional six (6) calendar months during which the HOSPITAL may permanently fill the employee's position. Upon returning, the employee will be given the first opportunity to return to a position and classification for which the employee is qualified and will be given an opportunity to return to the employee's former position if and when the position is open.

If an employee desires to return to the HOSPITAL at a date different than the date of return specified at the beginning of the leave, she shall notify the HOSPITAL not less than two (2) weeks in advance of the earlier of the specified return date or desired return date.

### **Section 2. Other Leaves of Absence**

Leave of absence for reasons other than above will be granted to employees at the discretion of the HOSPITAL. Length of service benefits will continue to accrue for leaves of absence of fourteen (14) calendar days or less. For leaves of absence of more than fourteen (14) calendar days, length of service benefits will not continue to accrue, but will remain the same as at the time of beginning the leave.

Other leaves of absence shall be granted by the HOSPITAL when in its opinion an employee has a legitimate reason for requesting such leave, provided that such leave shall not exceed ninety (90) days duration. The HOSPITAL shall notify the UNION of all leaves granted under this provision. PTO and length of service increments will not continue to accrue.

Leaves of absence exceeding ninety (90) days duration shall be granted only by mutual agreement of the HOSPITAL and the UNION.

### **Section 3. Leave to Attend Union Conventions**

The HOSPITAL shall grant an unpaid leave of absence for up to two employees for the purpose of attending UNION conventions. Leaves of absence for this purpose will be granted only if the employee advises the HOSPITAL two (2) weeks prior to the beginning of such leave and only if the staffing needs of the HOSPITAL are such that the leave may be granted. It is understood that such unpaid leaves of absence will not exceed seven (7) days in any one calendar year.

### **Section 4. Disability Leave of Absence**

A disability leave of absence shall be granted to any full-time and regular scheduled employee having one (1) or more years of seniority at such time as the employee has exhausted all accumulated EST and in the event the employee's illness or disability continues after such time. The disability leave of absence without pay may be granted for a period of up to one (1) calendar year as follows:

- (1) For a period of up to six (6) calendar months from the date the employee became ill or otherwise disabled, during or at the conclusion of which the employee will be returned to his/her previous or like position.
- (2) For a period of an additional six (6) calendar months during which the HOSPITAL may permanently fill the employee's position. Upon returning, the employee will be given the first opportunity to return to a position and classification for which the employee is qualified and will be given an opportunity to return to his/her former position if and when the position is open.

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 requested by the HOSPITAL, 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.

**Section 5. Jury Duty**

Any employee who receives notice of jury duty shall notify his/her supervisor within twenty-four (24) hours of receiving such notice.

Employees who have completed their probationary period and are called to serve on a jury shall be reimbursed for the difference between the amount paid for such services and their compensation for regularly scheduled work hours lost because of such service. Regularly scheduled work hours necessarily lost because of jury service will be considered as hours worked except for purposes of computing overtime.

When requested by either party (HOSPITAL or employee), the other party shall cooperate in requesting a postponement of jury duty.

**Section 6. Military Leave**

The HOSPITAL agrees to comply with all applicable provisions of federal and state law regarding military leaves of absence.

**Section 7. Family Medical Leave**

Employees shall be covered under the FMLA policy of the Hospital.

**ARTICLE XII  
GENERAL PROVISIONS**

**Section 1. Supplemental Agreements**

All proposed supplemental agreements shall be subject to good faith bargaining between the HOSPITAL and the UNION. They shall be approved or rejected within a period of fifteen (15) days following the conclusion of negotiations.

**Section 2. Breakage**

It is not the HOSPITAL's policy to charge employees for breakage unless there is evidence of repeated carelessness.

**Section 3. Non Discrimination**

The provisions of this Agreement shall be applied equally by the HOSPITAL and the UNION to all employees without discrimination as to age, sex, marital status, race, creed, national origin, political affiliation or membership in the UNION.

**Section 4. Access to HOSPITAL Premises by UNION Staff Representative**

The Staff 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 with the knowledge of the Administrator's Office to investigate grievances with which he/she is concerned.

**Section 5. No Coercion or Discrimination**

It shall be a violation of this Agreement for the HOSPITAL or the UNION to coerce or discriminate against any employee in the bargaining unit because he has given testimony or instituted proceedings under any provision of this Agreement, or to refuse to meet with representative of the employee or HOSPITAL as outlined in this Agreement.

**Section 6. Productivity.**

The UNION recognizes that delivery of HOSPITAL services in the most efficient and effective manner is of paramount importance and interest to the HOSPITAL and the UNION.

**ARTICLE XIII  
DISCIPLINE**

**Section 1.**

Employees that have completed the initial probationary period shall be disciplined for just cause only. Upon the written request of the employee, copies of written disciplinary action shall be forwarded to the local president.

**Section 2.**

Discipline will be in one or more of the following forms:

- a. Oral reprimand
- b. Written reprimand
- c. Suspension
- d. Discharge

Both the HOSPITAL and the UNION agree that the above-listed types of discipline are not to imply a sequence of events.

**Section 3.**

Notices of suspension and discharge will be in written form and will state the reason(s) for the action taken. Suspensions will set forth the time period for which the suspension shall be effective.

**Section 4.**

Written reprimands, notices of suspension and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. The employee will receive a copy of such reprimands and/or notices.

**Section 5.**

Grievances relating to a discharge may be initiated by the UNION at Step 2 of the grievance procedure.

**ARTICLE XIV  
GRIEVANCE PROCEDURE**

**Section 1. Definition.**

A grievance is defined as a dispute or disagreement regarding the interpretation or application of this Agreement.

**Section 2. Union Representation.**

The HOSPITAL will recognize individuals selected by the UNION as stewards of the bargaining unit. The UNION shall notify the HOSPITAL in writing of the stewards and successors when so named.

Staff Representative for the UNION can be included from Step 1 and through the rest of the grievance procedure. Also, it may be recognized by both UNION and HOSPITAL that the grievance should move to the final step as soon as possible; therefore, from step three on, time limitations may be waived by mutual agreement of UNION and HOSPITAL.

**Section 3.**

All grievances which may arise by virtue of this Agreement or otherwise shall be resolved in the following manner:

**Step 1:**

The employee and supervisor shall attempt to adjust the grievance or alternatively the employee and/or steward shall attempt to adjust the grievance with the supervisor.

No grievance shall be considered by the HOSPITAL unless it is brought to the attention of the supervisor or representative of the HOSPITAL within fourteen (14) calendar days of the occurrence of the event giving rise to the alleged grievance, or fourteen (14) calendar days after the pay date when a grievance occurs as to the amount of money due and payable to any employee for wages, hours worked, vacation allowance, and days off.

**Step 2:**

If such grievance is not resolved at Step 1 it may be appealed to Step 2. The grievance shall be reduced to writing and submitted to the Department Head or designee within fourteen (14) days of the supervisor's response in Step 1. The grievance shall be in writing, setting forth the nature of the grievance, the facts upon which it is based, the provision(s) of the Agreement allegedly violated and the remedy requested. The Department Head or designee will respond to the grievance within fourteen (14) calendar days.

**Step 3:**

If such grievance is not resolved at Step 2 and the UNION desires to appeal the grievance to Step 3, the UNION shall submit a written appeal to the HOSPITAL Administrator or designee not later than fourteen (14) calendar days from the date of the HOSPITAL Step 2 response. The HOSPITAL Administrator or designee will respond to the grievance within fourteen (14) calendar days.

**Optional Step 3A:**

If such grievance is not resolved at Step 3, the parties may by mutual agreement petition the Bureau of Mediation Services for the utilization of mediation.

**Step 4:**

A grievance unresolved at Step 3 may be appealed to arbitration, subject to the requirement that any appeal to arbitration shall be in writing and must be received by the HOSPITAL within fourteen (14) calendar days following the answer of the HOSPITAL at Step 3 or within fourteen (14) calendar days following the mediation session if such session occurs. 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 within fourteen (14) calendar days, the UNION shall request a list of seven (7) neutral arbitrators to be submitted to the parties by the Commission of the Bureau of Mediation Services, State of Minnesota. The parties shall alternately strike names from the list of seven arbitrators until one (1) name remains, who shall be the designated neutral arbitrator. The order of striking shall be determined by the flip of a coin.

**Section 4. Arbitrator Authority**

- A. The Arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The Arbitrator shall consider and decide only the specific issue(s) submitted in writing by the HOSPITAL and the UNION, and shall have no authority to make a decision on any other issue not so submitted.
- B. The Arbitrator shall be without authority to make any decisions contrary to or inconsistent with or modifying or varying in any way, the application of laws, rules or regulations having the force and effect of law. The Arbitrator's decision shall be submitted in writing within thirty (30) calendar days following the close of the hearing or the submission of the briefs by the parties. The decision shall be final and binding on

both the HOSPITAL and UNION and shall be based on the Arbitrator's interpretation or application of the terms of Agreement and to the facts of the grievance presented.

- C. The fees and expenses for the Arbitrator's services and proceedings shall be borne equally by the HOSPITAL and the UNION; provided, if a grievance is clearly decided in favor of the UNION or the HOSPITAL, then the losing party shall be responsible for all the Arbitrator's fees and expenses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made provided it pays for the record. If both parties desire a verbatim record of the proceedings, the cost shall be shared equally.

#### **Section 5.**

If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the HOSPITAL's last answer. If the HOSPITAL does not answer a grievance or appeal thereof within specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement between the HOSPITAL and the UNION.

#### **Section 6.**

If, as a result of the written HOSPITAL response in Step 3, the grievance remains unresolved and if the grievance involves the suspension, demotion or discharge of an employee, the grievance may be appealed either to Step 4 or a procedure such as Veterans Preference. If appealed to any procedure other than Step 4 of this Article, the grievance procedure is not subject to the arbitration procedure set forth in Step 4 of this Article.

## **ARTICLE XV SAVINGS CLAUSE**

In the event any provision, phrase or clause of this Agreement shall at any time be declared invalid by any court or jurisdiction, or administrative rulings or in violation of legislation or administrative regulations, such provisions shall be void. It being the express intention of the parties that all other provisions shall remain in full force and effect.

## **ARTICLE XVI INSURANCE BENEFITS**

### **Section 1. Physical Examinations**

Physical examinations shall be in accordance with HOSPITAL personnel policies and procedures.

### **Section 2. Health Insurance**

The HOSPITAL shall pay a monthly employer contribution toward health insurance for each employee regularly scheduled to work a minimum of twenty (20) hours per week. It is further agreed that the HOSPITAL will withhold from employees' wages such sums as the HOSPITAL

may be requested in writing to withhold by the employees for the purposes of carrying hospital and medical benefits for dependents of employees.

Effective January 1, 2016, the HOSPITAL shall contribute \$584 per month toward the total premium cost for single coverage for all eligible employees. The HOSPITAL shall contribute \$947 per month toward the total premium cost for single-plus-one coverage for all eligible employees, and the HOSPITAL shall contribute \$1,067 per month toward the total premium cost for family coverage for all eligible employees. Any additional cost shall be paid by the employee through payroll deduction.

Effective January 1, 2017, the HOSPITAL shall contribute \$596 per month toward the total premium cost for single coverage for all eligible employees. The HOSPITAL shall contribute \$967 per month toward the total premium cost for single-plus-one coverage for all eligible employees, and the HOSPITAL shall contribute \$1,078 per month toward the total premium cost for family coverage for all eligible employees. Any additional cost shall be paid by the employee through payroll deduction.

Effective January 1, 2018, the HOSPITAL shall contribute \$608 per month toward the total premium cost for single coverage for all eligible employees. The HOSPITAL shall contribute \$987 per month toward the total premium cost for single-plus-one coverage for all eligible employees, and the HOSPITAL shall contribute \$1,099 per month toward the total premium cost for family coverage for all eligible employees. Any additional cost shall be paid by the employee through payroll deduction.

Employees enrolling in the \$1,500 High Deductible health plan or the \$2,750 High Deductible health plan may also be eligible to enroll in a Health Savings Account (HSA). If said employee qualifies for an HSA pursuant to IRS regulations, the HOSPITAL shall contribute into the HSA \$500 per year for employees with single coverage, \$750 per year for employees with single-plus-one coverage, or \$1,000 per year for employees with family coverage. The HSA contribution made by the HOSPITAL shall be pro-rated and deposited on a monthly basis into the qualified employee's HSA. Employees selecting the \$750 Deductible health plan are not eligible for an HSA contribution.

### **Section 3. Life Insurance**

The HOSPITAL shall provide and pay full cost of a group term life insurance program for full-time employees and regularly scheduled part-time employees averaging twenty (20) or more hours per week in an amount equal to one times an employee's annual salary. This shall be calculated by multiplying an employee's hourly base wage by 2,080 hours and by the employee's full-time equivalency (FTE) and rounding to the nearest thousand to a maximum of \$200,000.

### **Section 4. Dental Insurance**

The HOSPITAL will provide a dental insurance program providing single coverage at the HOSPITAL's expense. Dependent coverage, if available, will be provided at the employee's expense.

**ARTICLE XVII**  
**AFFORDABLE CARE ACT**

In the event the health insurance provisions of this Agreement fail to meet the requirements of the Affordable Care Act and its related regulations or cause the Employer to be subject to a penalty, tax or fine, the Union and the Employer will meet immediately to bargain over alternative provisions so as to comply with the Act and avoid any penalty, taxes or fines for the Employer.

**ARTICLE XVIII**  
**WAIVER**

**Section 1. Complete Agreement**

This instrument constitutes the entire Agreement of the HOSPITAL and the UNION, arrived at as a result of collective bargaining negotiations, except such amendments hereto as shall have been reduced to writing and signed by the parties.

**Section 2. Waiver**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the HOSPITAL and the UNION, for the life of this Agreement, each voluntarily and unqualifiedly waives the rights, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered by this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement.

**Section 3. Part-time Employees**

The provisions of this Agreement shall not apply to part-time employees except where specifically delineated within the Agreement.

**ARTICLE XIX**  
**JOB CLASSIFICATIONS - SALARY - OUT-OF-CLASS PAY**

**Section 1. Job Classifications**

The employee classifications shall be within the categories as shown in Appendix A, which is attached and a part of this Agreement.



**Section 2. Salary Schedules**

Appendices "B" and "C" Salary Schedules, are attached to and by this reference made a part of this Agreement.

**Section 3. Salary Increase Upon Promotion**

Upon promotion to a position in a classification with a higher salary range, the promoted employee will receive a salary increase to the six-month level of the salary range for the new position. Should the salary prior to promotion be greater than the new salary range six-month level, the salary of the promoted employee shall move to the next highest step. For the purposes of step advancement, the promoted employee's anniversary date shall mean the date in the new classification

**Section 4. Work Out-of-Class Compensation**

Employees designated by the HOSPITAL to work out-of-class for a minimum of one full shift will be compensated at the rate of \$.40 per hour for each pay level of the assignment above the employee's current assignment.

**ARTICLE XX  
TERMINATION AND MODIFICATION**

This Agreement shall be effective as of the first day of January, 2016, and shall remain in full force and effect until December 31, 2018, subject to the right on the part of the HOSPITAL or the UNION to open this Agreement by written notice to the other party not later than November 1, 2018. Failure to give such notice shall cause this Agreement to be renewed automatically for a period of twelve (12) months from year-to-year.

**ARTICLE XXI  
MEET AND CONFER**

The HOSPITAL agrees to meet and confer with the UNION regarding matters of mutual concern.

**ARTICLE XXII  
LABOR MANAGEMENT COMMITTEE**

A Labor-Management Committee shall be established, consisting of three (3) representatives of the UNION and three (3) representatives of the HOSPITAL. A labor-management meeting will be scheduled once per year for the purpose of discussing, exploring and considering non-contractual matters of mutual concern to the parties. Prior to such meeting, the parties will submit to each other a proposed written agenda. The UNION or HOSPITAL may request additional meetings per year if there are specific agenda items to be discussed. Additional meetings will occur only upon mutual agreement of the parties.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be fully executed this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

AMERICAN FEDERATION OF  
STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO, LOCAL #3296

RICE MEMORIAL HOSPITAL:

BY: *Kron Dehaer*  
Steward

BY: *[Signature]*

BY: *Sau Valquin*  
Associate Director

BY: \_\_\_\_\_  
Chief Executive Officer

## APPENDIX A

### EMPLOYEE CATEGORIES

CATEGORY 1	CATEGORY 4
FSW I (Food Service Worker I: Sanitation, Dish Room)	Cook/Baker IDP II (Inventory Distribution Person II) OR Data Unit Specialist SPD Tech (Sterile Processing Department Tech) effective 2017
CATEGORY 2	CATEGORY 5
Housekeeper I PT Orderly	
CATEGORY 3	CATEGORY 6
Housekeeper II IDP (Inventory Distribution Person)* FSW II (Food Service Worker II: Cafeteria, Kitchen Utility, Cashier, Salads, Nutrition Representative) Ward Clerk OR Orderly MHW (Mental Health Worker) Unit Assistant Dialysis Support Tech <b>CATEGORY 3A</b> Maintenance Assistant Nursing Assistant NST (Nursing Service Technician) PCA (Patient Care Associate) SPD Tech (Sterile Processing Department Tech) effective 2016	Maintenance Specialist w/o High Pressure Boiler License  <b>CATEGORY 6A</b>  Maintenance Engineer

\* +\$.25 FOR IDP

- If employee in Housekeeping or Maintenance is permanently assigned the role of "Lead" they will receive a \$2.00 per hour differential above the Housekeeper I (Category 2) rate or the Maintenance Engineer (Category 6A) rate.

- Hospital will pay additional \$0.25 per hour for CBSPD certification for SPD Technician.
- Assigned "Shift Coordinator" differential in FNS in the amount of \$0.75 per hour. Applicable on weekend shifts or when there is a sustained absence of a Supervisor during the week.
- In 2017, the Maintenance Engineer shall receive a 2.0% market adjustment.

The effective dates of the salary increases noted above shall be effective the first day of the first full pay period closest to January 1 of each year.

APPENDIX B

RICE MEMORIAL HOSPITAL -- AFSCME 3296 SALARY CHART  
EFFECTIVE 12/28/15

2.0% general increase

LEVEL	Base	6 mo.	1 year	2 years	4 years	6 years	8 years	10 yrs	12 yrs	15 yrs	18 yrs	20 yrs	25 yrs
	A	B	C	D	E	F	G	H	I	J	K	L	M
1	\$11.51	\$11.74	\$11.89	\$12.28	\$12.58	\$12.89	\$13.22	\$13.53	\$13.89	\$14.23	\$14.59	\$14.94	\$15.31
2	\$12.43	\$12.66	\$12.94	\$13.26	\$13.58	\$13.93	\$14.26	\$14.65	\$14.99	\$15.37	\$15.74	\$16.14	\$16.53
3	\$13.44	\$13.71	\$13.97	\$14.29	\$14.69	\$15.02	\$15.42	\$15.78	\$16.15	\$16.61	\$16.99	\$17.42	\$17.86
3A	\$13.85	\$14.12	\$14.38	\$14.73	\$15.12	\$15.46	\$15.88	\$16.26	\$16.64	\$17.10	\$17.51	\$17.92	\$18.38
4	\$14.50	\$14.79	\$15.07	\$15.45	\$15.83	\$16.22	\$16.64	\$17.06	\$17.46	\$17.89	\$18.35	\$18.82	\$19.28
5	\$17.48	\$17.81	\$18.19	\$18.64	\$19.11	\$19.58	\$20.08	\$20.58	\$21.09	\$21.63	\$22.13	\$22.71	\$23.27
6	\$18.75	\$19.64	\$20.01	\$20.51	\$21.04	\$21.56	\$22.11	\$22.64	\$23.23	\$23.82	\$24.41	\$25.02	\$25.63
6A	\$19.49	\$20.42	\$20.81	\$21.33	\$21.89	\$22.43	\$23.00	\$23.55	\$24.16	\$24.77	\$25.38	\$26.02	\$26.66

- A TO B 6 calendar months
- B TO C 2080 hours worked from date of hire
- C TO D 2080 hours worked from date C achieved
- D TO E 4160 hours worked from date D achieved
- E TO F 4160 hours worked from date E achieved
- F TO G 4160 hours worked from date F achieved
- G TO H 4160 hours worked from date G achieved
- H TO I 4160 hours worked from date H achieved
- I TO J 6240 hours worked from date I achieved
- J TO K 6240 hours worked from date J achieved
- K TO L 4160 hours worked from date K achieved
- L TO M 10400 hours worked from date L achieved

APPENDIX C

RICE MEMORIAL HOSPITAL -- AFSCME 3296 SALARY CHART  
EFFECTIVE 12/26/16

2.0% general increase

LEVEL	Base	6 mo.	1 year	2 years	4 years	6 years	8 years	10 yrs	12 yrs	15 yrs	18 yrs	20 yrs	25 yrs
	A	B	C	D	E	F	G	H	I	J	K	L	M
1	\$11.74	\$11.97	\$12.13	\$12.53	\$12.83	\$13.15	\$13.48	\$13.80	\$14.17	\$14.51	\$14.88	\$15.24	\$15.62
2	\$12.68	\$12.91	\$13.20	\$13.53	\$13.85	\$14.21	\$14.55	\$14.94	\$15.29	\$15.68	\$16.05	\$16.46	\$16.86
3	\$13.71	\$13.98	\$14.25	\$14.58	\$14.98	\$15.32	\$15.73	\$16.10	\$16.47	\$16.94	\$17.33	\$17.77	\$18.22
3A	\$14.13	\$14.40	\$14.67	\$15.02	\$15.42	\$15.77	\$16.20	\$16.59	\$16.97	\$17.44	\$17.86	\$18.28	\$18.75
4	\$14.79	\$15.09	\$15.37	\$15.76	\$16.15	\$16.54	\$16.97	\$17.40	\$17.81	\$18.25	\$18.72	\$19.20	\$19.67
5	\$17.83	\$18.17	\$18.55	\$19.01	\$19.49	\$19.97	\$20.48	\$20.99	\$21.51	\$22.06	\$22.57	\$23.16	\$23.74
6	\$19.13	\$20.03	\$20.41	\$20.92	\$21.46	\$21.99	\$22.55	\$23.09	\$23.69	\$24.30	\$24.90	\$25.52	\$26.14
6A	\$20.27	\$21.24	\$21.64	\$22.18	\$22.77	\$23.33	\$23.92	\$24.49	\$25.13	\$25.76	\$26.40	\$27.06	\$27.73

- A TO B 6 calendar months
- B TO C 2080 hours worked from date of hire
- C TO D 2080 hours worked from date C achieved
- D TO E 4160 hours worked from date D achieved
- E TO F 4160 hours worked from date E achieved
- F TO G 4160 hours worked from date F achieved
- G TO H 4160 hours worked from date G achieved
- H TO I 4160 hours worked from date H achieved
- I TO J 6240 hours worked from date I achieved
- J TO K 6240 hours worked from date J achieved
- K TO L 4160 hours worked from date K achieved
- L TO M 10400 hours worked from date L achieved

APPENDIX D

RICE MEMORIAL HOSPITAL -- AFSCME 3296 SALARY CHART

2.0% general increase

EFFECTIVE 12/25/17

LEVEL	Base	6 mo.	1 year	2 years	4 years	6 years	8 years	10 yrs	12 yrs	15 yrs	18 yrs	20 yrs	25 yrs
	A	B	C	D	E	F	G	H	I	J	K	L	M
1	\$11.97	\$12.21	\$12.37	\$12.78	\$13.09	\$13.41	\$13.75	\$14.08	\$14.45	\$14.80	\$15.18	\$15.54	\$15.93
2	\$12.93	\$13.17	\$13.46	\$13.80	\$14.13	\$14.49	\$14.84	\$15.24	\$15.60	\$15.99	\$16.37	\$16.79	\$17.20
3	\$13.98	\$14.26	\$14.54	\$14.87	\$15.28	\$15.63	\$16.04	\$16.42	\$16.80	\$17.28	\$17.68	\$18.13	\$18.58
3A	\$14.41	\$14.69	\$14.96	\$15.32	\$15.73	\$16.09	\$16.52	\$16.92	\$17.31	\$17.79	\$18.22	\$18.65	\$19.13
4	\$15.09	\$15.39	\$15.68	\$16.08	\$16.47	\$16.87	\$17.31	\$17.75	\$18.17	\$18.62	\$19.09	\$19.58	\$20.06
5	\$18.19	\$18.53	\$18.92	\$19.39	\$19.88	\$20.37	\$20.89	\$21.41	\$21.94	\$22.50	\$23.02	\$23.62	\$24.21
6	\$19.51	\$20.43	\$20.82	\$21.34	\$21.89	\$22.43	\$23.00	\$23.55	\$24.16	\$24.79	\$25.40	\$26.03	\$26.66
6A	\$20.68	\$21.66	\$22.07	\$22.62	\$23.23	\$23.80	\$24.40	\$24.98	\$25.63	\$26.28	\$26.93	\$27.60	\$28.28

- A TO B 6 calendar months
- B TO C 2080 hours worked from date of hire
- C TO D 2080 hours worked from date C achieved
- D TO E 4160 hours worked from date D achieved
- E TO F 4160 hours worked from date E achieved
- F TO G 4160 hours worked from date F achieved
- G TO H 4160 hours worked from date G achieved
- H TO I 4160 hours worked from date H achieved
- I TO J 6240 hours worked from date I achieved
- J TO K 6240 hours worked from date J achieved
- K TO L 4160 hours worked from date K achieved
- L TO M 10400 hours worked from date L achieved

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is entered into between Rice Memorial Hospital (hereafter "Hospital") and the American Federation of State, County and Municipal Employees Council 65, Local 3296 (hereafter "AFSCME") relating to unscheduled weekend shifts.



**WHEREAS**, the Hospital and AFSCME are parties to a collective bargaining agreement effective January 1, 2016 through December 31, 2018.

**NOW, THEREFORE**, the Hospital and the Union agree as follows:

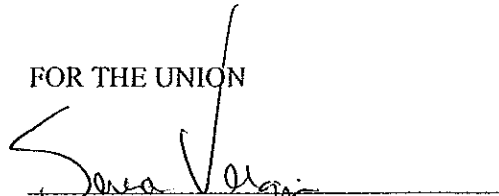

1. If required to work more than their regularly schedule weekend shift, shall be paid double time for each additional unscheduled weekend shift.
2. An additional weekend shift shall include hours worked between 11:00 p.m. Friday and 7:00 a.m. Monday.
3. Incidental overtime that occurs in conjunction with a regularly scheduled weekend shift shall not be construed to be eligible for this premium pay.
4. Premium pay and overtime pay may not be stacked.
5. This is a pilot Memorandum of Agreement regarding unscheduled weekend shifts, and this pilot Memorandum of Agreement shall sunset effective December 31, 2018.
6. This Memorandum of Agreement represents the complete and total agreement between the parties regarding this matter.

**IN WITNESS WHEREOF**, the parties have caused this Memorandum of Agreement to be executed this \_\_\_ day of \_\_\_\_\_, 2016.

FOR THE HOSPITAL

  
\_\_\_\_\_  
Mike Schramm, Chief Executive Officer  
\_\_\_\_\_  
Carl Sorensen, Director Facilities Management

FOR THE UNION

  
\_\_\_\_\_  
Serena Vergin, Associate Director  
\_\_\_\_\_  
Karen Schauer, Chief Steward