



LABOR AGREEMENT

Between

Methodist Medical Center of Oak Ridge

and

Service Employees International Union
Local 205

S&T UNIT



February 7, 2018 – October 10, 2020

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AGREEMENT

This Agreement is entered into February 7, 2018 between the Service Employees International Union, Local 205, (hereinafter referred to as the Union) and Methodist Medical Center of Oak Ridge (hereinafter referred to as the Employer).

The Employer and the Union share the common goal of providing quality health care to resident patients and out-patients. In an effort to achieve this common goal and to promote the provision of uninterrupted health and nursing care services to those requiring such at the Medical Center, the parties herein set forth their agreement clearly defining their mutual obligations.

NOW, THEREFORE, it is the intent and purpose of the Parties hereto that this Agreement respect and promote the said responsibility and obligation of this Medical Center, as well as the interest of its personnel, avoid interruptions to and interference with the Medical Center's services to patients and programs, maintain harmonious relations and define clearly the obligations of the parties hereto.

PRELIMINARY

When the masculine pronoun "he" or "his" is used, it shall include the feminine pronoun "she" or "her" or vice versa.

ARTICLE 1 **RECOGNITION**

1.1 The Employer recognizes the Union as the sole collective bargaining representative for all full time nonprofessional employees and all part time nonprofessional employees regularly scheduled for at least 16 hours per week, as well as all occasional employees, as certified in 10-RC-15063, employed by the Employer at its Medical Center and medical arts building at Oak Ridge, Tennessee, including all classifications listed in Schedule A and any new job classification created within the bargaining unit per Article 11.1, but excluding registered nurses, registered dietitians, registered licensed pharmacists, medical technologists, liaison nurses, nurse anesthetists, clinical instructors, all other professional employees, personnel clerks, and all other confidential employees, guards, and supervisors as defined in the Act.

ARTICLE 2
MANAGEMENT RIGHTS

2.1 The Employer shall retain and have exclusive right to exercise the customary functions of management, including but not limited to, the right to manage and control the premises and equipment; to supervise and assign duties to employees in accordance with the needs and requirements of the Employer; to determine the hours of work; to determine the size, composition and qualifications of the work force; to establish rules, regulations and policies; to determine or change methods by which its operations are to be carried on including such provisions as may be necessary to provide facilities and/or services either by or for outside agencies; to contract for services; and to carry out all ordinary functions of management subject only to the terms and provisions expressly specified in this Agreement.

2.2 The Union, on behalf of the personnel covered by this Agreement, agrees to cooperate with the Employer to attain and maintain full efficiency and maximum patient care and the Employer agrees to receive and consider constructive suggestions submitted by the Union toward these objectives. If the Employer agrees that such suggestions are constructive and appropriate, it will make all reasonable efforts to implement these suggestions.

2.3 It is agreed by both the Employer and the Union that neither the Employer nor the Union shall be able to add to or subtract anything from this Agreement without mutual consent of both parties.

2.4 **Subcontracting** - The Employer and the Union discussed the subject of subcontracting during negotiations. Ordinarily, but without limitation, the use of outside assistance would be engaged where particular skills are involved, where specialized equipment not readily available to the Employer is required, or where for other reasons economies can be realized. Work may also be contracted out on occasions when the volume precludes the possibility of its completion within time limits by employees of the Employer, or where necessary to temporarily cover lost time situations. We believe the foregoing to be a clear statement of policy which the Employer intends to follow with respect to subcontracting. Necessarily, questions may arise from time to time regarding work which is contracted to outside concerns and which may have a significant impact on employees and Employer operations. On those occasions, when the Employer is considering subcontracting, they shall notify the Union and afford the Union an opportunity to provide input and will give appropriate consideration to that input in light of all attendant circumstances. However, the Employer must reserve the right to make the final decision as to whether work shall be done by outside contractors. In making that determination, however, the Employer intends always to consider the interests of Methodist Medical Center personnel. The Union retains its right to bargain over the effects of such actions on the employees.

ARTICLE 3
CHECK-OFF

3.1 During the term of this Agreement, the Employer agrees to make bi-weekly collection of union dues, service charges, and initiation fees owed by employees who have voluntarily executed and have upon file with the Employer written authorizations to deduct them from their earnings, and to promptly remit such sums to the Union. Deductions shall begin no later than the second pay period following receipt of the authorization by the Human Resources Department.

3.1.1 The amounts deducted shall be calculated based on a percentage of base wages, as set forth in that certain letter from the Hospital's Director of Human Resources to the Union dated June 13, 1995, except that dues will also be deducted from Holiday pay (not holiday differential). In the event that the Union changes the method by which dues are calculated, and if such change can not be implemented by the Hospital without reprogramming the Hospital's payroll system, then this Article will be reopened and the parties will meet upon request and negotiate in good faith over the issue of check-off.

Such authorizations will remain effective only for the duration of this Agreement or for a period of one year, whichever is the lesser, but shall be automatically renewed unless revoked as provided for in the authorization form.

3.1.2 Payroll checkoff forms for Union Dues or Union Service Fees shall be revocable by their terms at least once each 12 months and, if not revoked during the applicable period set forth in the form, will be automatically renewed each year. The Union will, upon request, advise any employee in writing of his or her applicable revocation period.

3.1.3 The Union shall indemnify, defend and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Employer in connection with any provision of this article.

3.2 The Employer agrees to deduct and transmit to SEIU COPE an amount to be determined by each employee per pay period, from the wages of those employees who voluntarily authorize such contributions on the forms provided for that purpose by SEIU Local 205. These transmittals shall occur for each payroll period and shall be accompanied by a list of the names of those employees for whom such deductions have been made and the amount deducted for each such employee.

ARTICLE 4
NON-DISCRIMINATION

4.1 The Employer agrees that it will not discriminate against any employee with respect to hiring, transfer, performance evaluation, promotion or layoff because of such employee's age, race, color, religion, marital status, sex, sexual orientation, handicap, national origin, or membership in, or lawful activities on behalf of, the Union or participation in other protected concerted activities as defined by federal law.

4.2 Personnel practices shall not be based on an employee's personality, unrelated to job performance.

ARTICLE 5
VISITATION PRIVILEGES

5.1 Authorized representatives of the Union shall, upon prior and reasonable notification to the Director of Human Resources or his/her designee, have access to the areas of the Medical Center where bargaining unit employees work for purposes of investigating alleged grievances, attending scheduled Union/Employer meetings, distributing union literature to bargaining unit members on their non-working time in employee break rooms, employee lounges, and the dining area of the cafeteria, or posting material on Union bulletin boards as per Article 28. The Union shall give such notice during the regular office hours of the Human Resources Department at least twenty-four hours in advance whenever possible and will identify the purpose of the visit, the approximate length of time and the general locations in the Medical Center to be visited. Before visiting non-public areas of the Medical Center, the Union representative shall obtain the approval of the Director of Human Resources or his/her designee, and such approval shall not be unreasonably withheld. Said visits will not interfere with employees' work or with the delivery of patient care. In the event it is necessary for the Union representative to meet with bargaining unit employees about problems or potential grievances, such meetings shall occur in non-working areas and on non-working time. Upon request of the Union, the Director of Human Resources or his/her designee shall endeavor to secure other quarters for the meeting.

5.2 Bargaining unit employees on non-work time may distribute Union literature to non-working hospital employees in employee break rooms, employee lounges, and the dining area of the cafeteria. The number of employees engaged in the distribution shall not exceed the number reasonably required to effectuate the distribution. Distributors shall not interfere with patients or visitors. The distributor shall be responsible for ensuring that the distribution does not result in litter. Prior to any general distribution of Union literature on Hospital property by off-duty employees or by non-employee Union Representatives, a copy of the literature to be distributed will be delivered to the Human Resources Department. For purposes of this Article, working areas of the Hospital are all areas of the Hospital except employee break rooms, employee lounges, and the dining area of the cafeteria.

ARTICLE 6
UNION REPRESENTATION

6.1 The Employer agrees to recognize Union stewards appointed and/or elected by the Union who will act as representatives of the Union to the extent permitted herein, and see that the terms and conditions of the Agreement are being observed. The Union will notify the Employer, in writing, of the names of all stewards and any changes in stewards. The Employer will be held harmless for failure to recognize officers, stewards, and/or officials for which the Union has not provided official written notification.

6.2 It is mutually agreed that patient care is the first obligation to be provided by the Medical Center and the employees. However, both parties agree that should some grievance or problem arise during working hours, which in the opinion of the Union or the Employer would demand immediate attention, the Employer and the Union shall make every effort to schedule a meeting at the earliest practical time which does not adversely affect or detract from the patients' welfare. It is mutually agreed that the employee shall have the right to have his or her steward present and to consult with him or her. The pursuit of grievances shall take place at times mutually convenient for the employee, steward, and Employer.

6.3 In the event a grievance meeting is scheduled during the working time of a Steward whose attendance is required for the meeting, or in the event the assistance of a Steward on working time is requested by a bargaining unit employee during an investigatory interview, the Steward shall first apprise his/her supervisor of the nature of the business being attended to, the location where he/she may be reached, the maximum amount of time the Steward will be away from his/her work, and secure the permission of the supervisor to leave the department. If it becomes apparent that the Steward will be needed for longer than the period for which permission to be relieved of duty was granted, the Steward shall immediately contact the supervisor and request permission for further relief. If the supervisor cannot be located in a reasonable period of time, the steward will request permission from the supervisor's designee or superior. Permission for release from work to attend such duties will not be unreasonably withheld, but shall not be granted if doing so might compromise patient care, require overtime, or unreasonably interfere with the work of the department. Stewards so released shall suffer no loss of pay during their scheduled working hours as a result of said duties.

6.4 No steward shall be required to clock out to attend an investigatory interview where discipline may reasonably be expected when his/her presence is requested by the employee involved. Where a specific steward is unavailable or cannot be spared from work, the employee may choose a substitute steward who is available and may be spared from work, it being the intent of the parties that patient care not be disrupted.

6.5 Except by permission of the Director of Human Resources or his/her designee, no more than one steward will participate in a grievance adjustment meeting without loss of pay when the meeting is scheduled during the scheduled working hours of the stewards involved.

6.6 **Joint Executive Committee** - The parties have established a Joint Executive Committee, the primary purpose of which is to assure open communications between the parties concerning initiatives, mutual problems and other issues of concern. The members of the Executive Committee shall include the Chief Steward of both Units and a representative of the Local for the Union, and up to three members of Management, including a representative of Human Resources for the Employer. Other representatives of either or both parties may be invited to the meetings by either side to provide specific expertise on the matter being discussed. The Committee shall be empowered to oversee the Labor Management process and, as necessary, negotiate changes to the existing Labor Agreement which may include the effects of changes to terms and conditions of employment on bargaining unit employees. Any such changes shall require the submission of such to the parties' respective ratification process. Employee representatives to this Committee shall receive their regular hourly rate of pay for all time spent and/or lost due to meetings of the Committee.

ARTICLE 7

DISCIPLINE AND DISCHARGE

7.1 The Employer shall not discipline, suspend, or discharge an employee without sufficient and just cause. In the event the Employer determines that an employee's conduct justified discharge, it will notify the Union of the discharge within 48 hours and advise it of the reason or reasons thereof. The parties agree that notification to the steward or the Union Field Representative shall constitute sufficient compliance with this section.

7.2 Whenever it becomes apparent that a meeting with an employee may result in disciplinary action being taken against the employee, the manager will advise the employee that the meeting is an investigatory meeting. Prior to the start of any disciplinary meeting or investigatory meeting, an employee has the right to request the presence of a Union steward at the meeting. Such requests shall not be denied by the Employer.

7.3 The Employer ordinarily will follow progressive disciplinary procedures with said procedures being based upon the circumstances and just cause. The parties agree accelerated discipline, including discharge for the first offense, can be appropriate and consistent with just cause for some violations. Examples of such offenses include but are not limited to theft or reporting to work under the influence of alcohol or drugs. The Employer will have the burden of proving just cause for the discipline.

7.4 If, upon joint investigation by the Union and the Employer, the parties agree that an employee has been unjustly discharged, such employee shall be reinstated to his/her former position without any loss of seniority or rank and shall suffer no reduction in wages and shall be compensated by the Employer for all time lost and benefits retroactive to the date of discharge.

7.5 Oral warnings will be identified as such at the time the warning is given. Written reprimands and any reference to such reprimands shall cease to be of any force or effect and shall be removed from the employee's file after a one-year period in which the employee has received no further reprimands; provided, for final warnings, such one (1) year period shall be extended by any leaves of absence in excess of 30 consecutive days. Provided, the foregoing sentence does not apply (1) to discipline for harassment in violation of hospital policies, which will be considered on a case-by-case basis or (2) to discipline for patient identification errors, which shall cease to be of any force or effect after a six (6) year period in which the employee has received no further reprimands of a similar nature. Additionally, after a one-year period patient identification errors shall not be considered for progressive discipline involving other matters. The Employer agrees that in responding to requests of prospective employers (other than Covenant Affiliates) for references, unless a waiver is signed by the employee and an authorized Union Representative, the Employer will advise the prospective employer only of the applicant's dates of employment and position held.

7.6 Upon prior request, employees shall have access to their personnel files, except for materials obtained with a pledge of confidentiality, provided however, that no information generated within the Hospital from Hospital personnel shall be obtained with a pledge of confidentiality. Employees shall have the right to attach written comments to items in the file and these comments shall become part of the official record. Employees may obtain one (1) copy of any item(s) in their file.

7.7 Employees who fail to renew required licenses, certifications, or registrations by no later than 4:30 p.m. on the fourth business day (as "business day" is defined by the Employer's policies) prior to expiration shall be removed from the schedule and required to use benefit accruals (CTO, vacation, or holiday) for any missed shifts. Failure to timely renew required licenses, certifications, or registrations shall be cause for a suspension for up to two weeks for the first offense and termination for the second offense occurring within six (6) years. Working without a legally required license, certification, or registration shall be grounds for immediate discharge.

ARTICLE 8
GRIEVANCE PROCEDURE

8.1 The Union and the Employer recognize their mutual responsibility for the prompt and orderly disposition of grievances of employees that may arise under this Agreement. Any grievance as defined herein initiated by an employee or group of employees shall be handled solely in accordance with this grievance procedure.

8.2 For the purposes of this Agreement, a grievance is defined as a claim or dispute between the Employer and the Union or an employee as to the interpretation or application or involving an alleged violation by the Employer of the terms of this Agreement.

8.3 In the event that a grievance arises between an employee or a group of employees, and the Employer, the following steps will be taken in adjusting such grievance. The same person will not hear two steps of any grievance on behalf of the Hospital. Initial notification and each advancement of a grievance shall be dated and in writing.

8.3.1 **Step One:** An employee having a grievance shall notify Human Resources within seven (7) calendar days after knowledge of the grievance by either the aggrieved employee or the Union. The grievance shall include a list of all dates and times for which the grievant and steward would be available for a Step One meeting within the fourteen (14) calendar days following the date on which the grievance is filed with Human Resources. The parties agree to make reasonable efforts to schedule a meeting with the Vice-President's designee within said fourteen (14) calendar day period. In the event that the parties are unable to schedule a meeting within this time frame, either party may advance the grievance to Step Two by written notice to the other party. The employee may be accompanied by his/her steward, if he/she so desires. The Vice-President's designee will answer the grievance in writing within seven (7) calendar days of presentation of the grievance at the meeting. If the grievant is not satisfied with the answer of the Vice-President's designee, then within seven (7) calendar days of receipt of the answer, the grievant may proceed to the Second Step.

8.3.2 **Step Two:** The steward, employee and Union representative shall take up the matter with the appropriate Vice President or designee. Such meeting shall be promptly scheduled. If satisfactory settlement is not reached within fourteen (14) calendar days from presentation to the Vice President or his/her designee, then within fourteen (14) calendar days of the receipt of a written answer from Step Two, the grievant may proceed to the Third Step.

8.3.3 Step Three: Grievance Mediation

- 8.3.3.1 If the Union and the Employer are unable to resolve a grievance in Step Two, the dispute, upon mutual agreement, will be referred to and presented at mediation no later than sixty (60) days from the Step Two decision.
- 8.3.3.2 In the event the dispute is not resolved at mediation, the Union may submit the matter to arbitration by no later than fourteen (14) calendar days from the date of the Mediation following the steps set forth in 8.3.4.1.

8.3.4 Step Four: Arbitration

- 8.3.4.1 If the Union and Employer do not have mutual agreement to mediate the dispute following receipt of the Step Two answer, the Union may submit the issues in dispute to arbitration by no later than twenty-one (21) calendar days from the date of the Step Two response a) submitting a written request to the Federal Mediation and Conciliation Service (“FMCS”) for a panel of seven (7) arbitrators who are experienced in hearing arbitrations in the labor relations field from the FMCS region that includes Oak Ridge, Tennessee, and (b) providing written notification to Human Resources of the submission to arbitration and the request to FMCS. The parties shall equally share the cost of requesting the FMCS panel, with reimbursements between the parties, if required, occurring semi-annually. Provided, disputes over oral warnings shall not be subject to arbitration.
- 8.3.4.2 No later than twenty-one (21) calendar days from receipt of the panel from FMCS, the parties’ representatives shall contact one another and alternately strike a name from the list until one (1) name is left, and this remaining person shall serve as the arbitrator for the matter. The party bearing the burden of proof shall strike first (i.e. the Hospital shall strike first in discipline and discharge matters, and the Union shall strike first in all other matters).
- 8.3.4.3 The Parties must initially set the arbitration within one hundred forty-one (141) days of the written notification of submission to arbitration. If the selected arbitrator cannot provide within this time period at least four (4) potential hearing dates or at least one mutually agreeable date, the Parties must either (a) agree to one (1) of the offered dates within the one hundred forty-one (141) days or (b) agree to another date offered by the arbitrator or (c) select and strike a new panel (with a new deadline within one hundred forty-one (141) days of the request to FMCS for a replacement panel). Unless agreed upon in advance by both Parties in writing, only one (1) arbitration will be heard each day.
- 8.3.4.4 The arbitrator shall not have any authority to change or modify any provision of this Agreement.

- 8.3.4.5 The arbitrator shall render a decision within thirty (30) calendar days unless time is mutually extended.
- 8.3.4.6 The decision of the arbitrator shall be final and binding on both parties.
- 8.3.4.7 The Employer and the Union shall each bear the cost of their own representatives and services, including the costs of any witnesses involved, and all other costs shall be borne equally by the Employer and the Union. In the event either party makes a decision not to order a transcript of the arbitration proceedings, it shall have no obligation to pay for such transcript and shall not be entitled to a copy of the transcript even though a copy of the transcript is made available to the arbitrator by the party ordering the transcript.

8.4 **Time Limits**

- 8.4.1 Failure of the Employer to provide answers to a grievance within the time limits set forth above shall result in the grievance being automatically advanced to the next step. Failure of the Union to advance a grievance to the next step within the time limits specified above shall bar the grievance from further consideration. Any grievance resolved on such basis shall not be a precedent in any other cases.
- 8.4.2 The calendar day time limits specified in the preceding steps shall exclude intervening holidays observed by the Employer, except for the time limits set forth in 8.3.3.1 and 8.3.4.3.
- 8.4.3 The parties will endeavor to schedule meetings for presentation of Step One of the grievance procedure within seven (7) calendar days of the notification of the grievance whenever possible.
- 8.4.4 Any extensions of time limits within this Article must be mutually agreed upon in writing.
- 8.4.5 All agreements made in connection with this Article shall be in writing with full access to both parties.

ARTICLE 9
WORK SCHEDULE

9.1 The normal work week for regular full time employees is no less than 36 hours per week. The normal work week for regular part time employees is at least 16 hours per week or 32 hours per pay period. There is no normal work week or number of hours per week for occasional employees. Included within the normal work day is a 30 minute paid lunch period if the employee remains on the premises. Except as provided hereafter, employees may leave the premises during the lunch period with the permission of their immediate supervisor but will not be paid for this time. Employees located in Out-Patient Physical Therapy, the Cancer Center, and the Cheyenne Ambulatory Center may leave the premises of their work location during their paid lunch period with the prior permission of their supervisor: Provided, such employees must clock out and will only be paid for thirty minutes of their absence. Department Managers will post work schedules at least one week in advance. Once posted, affected employees will be advised of changes in the posted schedule.

9.2 Any employee may request a shift change to fill a vacancy within his/her classification. If the employee is found to have the necessary qualifications, his/her application will be given preference over outside applicants in accordance with seniority.

9.3 The Employer agrees to make every effort to schedule work so as to avoid unreasonable work loads on employees. In the event a full complement of employees cannot be secured, the parties agree that patient care shall be the controlling factor in work assignments.

9.4 The Employer and the Union agree that in any patient care situation quality care is of the utmost importance and must be insured for the benefit of the patient, the staff and the Employer.

9.5 Recommendations for changes in the acuity or staffing requirements shall be made by the Classification Committee. The Employer will notify the Union in writing of any proposed revisions of the Acuity System recommended by the Classification Committee and shall negotiate over the effects of such changes. The Classification Committee shall also perform an ongoing review of the acuity system. The Union shall appoint bargaining unit nurses to the committee and the Employer shall appoint its representatives. At no point shall either group appointed outnumber the other.

9.6 Staffing assignments for a clinical area shall be made considering patient acuity (including "time consuming" and "average" patient mix), the unit's census, skill of personnel and unit activity.

9.7 On the Orthopedics, Cardiology, Pulmonary and Oncology Units patient/staff ratios will not exceed, on a consistent basis, the following:

Day Shift (7 AM to 7 PM) – 8 to 10 Patients per Team (1 RN, 1 LPN & 1 CNA or 2 RNs and 1 CNA)

Day Shift Number of Patients	Number of Teams	Number of Staff
Up to 20	2	6
21 to 30	3	9
31 to 40	4	12
41 to 50	5	15
51 to 60	6	18
6	Mini Teams with RN & LPN	
5	Mini Teams with RN & CNA	

Night Shift (7 PM to 7 AM) – 10 to 12 Patients per Team (1 RN, 1 LPN & 1 CNA or 2 RNs and 1 CNA)

Night Shift Number of Patients	Number of Teams	Number of Staff
Up to 24	2	6
25 to 36	3	9
37 to 48	4	12
49 to 60	5	15
8	Mini Teams with RN & LPN	
6	Mini Teams with RN & CNA	

9.7.1 To the extent feasible and medically appropriate, consideration of existing or expected patient/staff ratios will be considered in assigning new admissions to a given team. The Employer will not grant low census in any med-surg nursing unit if doing so would result in the unit beginning a shift with any team above the maximum of the staffing ranges set forth above. The decision whether to call in additional staff will be made based upon acuity, anticipated discharges, transfers and admissions

9.7.2 The parties agree that utilizing the team nursing model is the priority in assigning patients and staff. However, there will be no 3 RN “teams” except in the event that a scheduled LPN or CNA on that unit and shift has called out. The parties agree that the use of “Mini Teams” is preferable to the use of primary nurse assignments. Provided, the foregoing priorities will not apply when the census for a unit is less than 4 patients on days or 5 patients on nights over the above team maximums for the scheduled staff. In addition, there will not be more than one (1) “mini-team” or one (1) “primary” assignment per shift on each unit if “team” staffing is obtainable. Additionally, the Hospital may use 3 RN teams only in the event that the census on the unit is 10 or fewer patients on day shift or 12 or fewer patients on night shift, and in that event, the 3 RN team may be assigned no more than 12 patients on day shift and 15 patients on night shift.

- 9.8 If because of staffing shortages LPNs are required to be responsible for more patients than outlined above, the extra workload will be distributed fairly and equitably among all nursing staff working in the unit. The Employer will make every effort to correct consistent staffing shortages.
- 9.9.1 Part-time employees who have expressed an interest shall be offered available shifts in their classification before these shifts are offered to occasionals, except when such shifts would result in overtime payments to the part-timer. Interested part-time employees shall indicate work stations and shifts when they would be able and willing to work.
- 9.9.2 The Employer's sole obligation under this Article shall be to attempt to contact interested part-timers with an offer of additional work before contacting occasional employees, and in the event the Employer is unable to contact any interested part-timers, it shall be free to contact an occasional.
- 9.9.3 Repeated failure of a part-timer to accept offered shifts shall result in the part-timer being dropped from the list for sixty (60) days. In such a case, the part-timer will be notified in writing.
- 9.10 Notwithstanding the provisions of this Article, during a layoff in a classification, employees laid off or reduced in hours will be offered available shifts and hours first, up to their normal schedule, in order of seniority, before the provisions of this Article take effect.
- 9.11.1 The Employer will make every effort to see that each clinical area will be self-supporting, staff-wise. It is not the Employer's intent to pull regular staff employees and occasional employees to another work station or shift and replace them with outside pool personnel. The Employer will make every effort to fulfill this intent. Pulling shall be evenly rotated among staff on a shift in the classification.
- 9.11.2 LPNs who are on duty because they agreed to work an extra shift to fill a need shall be pulled instead of the regular scheduled staff nurse on the unit, except in cases where the LPN is working a double shift which includes his/her regular scheduled shift.

9.12 In the event posted work schedules are to be changed, the Employer shall attempt to notify the employees affected at least 24 hours prior to the change, if possible. In the event the Employer fails to notify affected employees of schedule changes and the employee reports for work as previously scheduled he/she shall be given four hours work or four hours pay. This provision shall be inapplicable in the event of schedule changes resulting from acts of God beyond the Employer's control or where the employee receives permission and elects to leave before the conclusion of four hours. To come within the foregoing, the employee must have advised the Employer of a telephone number at which he/she can be reached to receive information on schedule changes.

9.13 There shall be no split shifts except by mutual agreement of the Employer, the Union and the employee.

9.14 Staffing Issue Procedure

Section 9.14 shall become effective on April 1, 2018.

9.14.1 An employee with a concern over staffing, the use of mandatory shifts, the use of on-call shifts, or the use of low census should bring the issue up first with the manager or designee for the unit or department at issue. The manager or designee shall respond to the employee within ten (10) days from the date the issue was raised. If not satisfied with the manager's or designee's response and the issue is not governed by another Section of the Agreement or Addendum 7 of the Agreement that is subject to the Grievance and Arbitration Procedure ("Staffing Issue"), the employee may submit the Staffing Issue in writing to the Classification Committee. The Union may also submit in writing to the Classification Committee a Staffing Issue on behalf of a group of employees. At its next scheduled meeting, the Classification Committee shall discuss and attempt to resolve the Staffing Issue. Alternatively, the Classification Committee members may jointly agree to assign a subcommittee to discuss and attempt to resolve the Staffing Issue. The Classification Committee will endeavor to resolve the Staffing Issue within thirty (30) days of referral and will report the resolution in writing to the CNO or appropriate department head for implementation within the time agreed upon by the Committee.

9.14.2 If the Classification Committee cannot resolve the Staffing Issue the Union or the Hospital may submit the Staffing Issue to the Joint Executive Committee for attempted resolution. Any such submission must be in writing to the other party within twenty-one (21) days of failure of the Classification Committee to resolve the Staffing Issue. Any resolution of the Staffing Issue at JEC shall be in writing.

9.14.3 Each party may, up to two times each calendar year, request the assistance of a mediator from the Federal Mediation and Conciliation Service (“FMCS”) to assist the parties in resolving a Staffing Issue that remains unresolved after two scheduled meetings of the JEC. The parties shall endeavor to schedule such mediation promptly.

9.14.4 Disputes over compliance with the procedures set forth in this Section 9.14 (as opposed to resolution of Staffing Issues) shall be subject to the Grievance and Arbitration Procedure. All Staffing Issues shall be resolved exclusively through the procedures set forth in this Section 9.14. Notwithstanding any other provision of this Agreement, this Section 9.14 provides the exclusive contractual process for addressing Staffing Issues in any given circumstance.

ARTICLE 10 **RELIEF PERIODS**

10.1 Employer shall grant paid relief periods as follows:

10.1.1 One fifteen (15) minute relief period for the first half of the shift.

10.1.2 One fifteen (15) minute relief period for the second half of the shift.

10.1.3 Twelve (12) hour employees shall receive an additional fifteen (15) minute break per shift.

10.2 The Employer shall have the right to schedule the breaks and to require employees to take their breaks within the time scheduled.

ARTICLE 11 **CREATION OF NEW JOB CLASSIFICATIONS**

11.1 In the event new job classifications, professional and nonprofessional, within the bargaining unit are created by the Employer, the Employer will notify the Union two (2) weeks in advance and will meet with the Union to negotiate wage rates for the new classifications, if requested. In the event that the parties cannot agree on new classifications or wage rates, the Union may pursue the matter through the grievance and arbitration procedure.

11.2 Present employees shall be given first opportunity to qualify for the new job classifications established within the bargaining unit before any persons outside the bargaining unit are hired to fill these jobs.

11.3 In the event job classifications within the bargaining unit are abolished, every reasonable effort will be made to place affected employees in other classifications within the bargaining unit.

11.4 The Employer will not establish job titles for the mere purpose of excluding from the bargaining unit employees who would otherwise be included in the bargaining unit, it being understood and agreed however, that this provision shall not limit the Employer in the right to promote employees from the bargaining unit to existing or future job classifications outside the bargaining unit. Upon such promotion, the employees will cease to be covered by the terms of this Agreement.

ARTICLE 12 **SENIORITY**

12.1 Seniority is defined as the length of an employee's continuous service with the Employer since the employee's last staffing date to a full time or regular part time position, plus previous staffed time if no break in employment, in this Bargaining Unit, except for purposes of accrual of vacation time. An occasional employee's seniority is defined as the length of an employee's service with the Employer since the employee's most recent date of hire.

12.2 When a Bargaining Unit member leaves the Bargaining Unit and goes to a Non-Bargaining Unit/Management position and subsequently returns to that Bargaining Unit, the employee will be credited with all time in the Non-Bargaining Unit/Management towards accumulated seniority under the contract, except for the purpose of layoff and recall. In these cases, only time spent in the Bargaining Unit shall be counted.

12.3 For purposes of layoff and recall and vacation scheduling, employees moving between the Bargaining Units shall, after completion of their probationary period for the new Bargaining Unit, retain their seniority from their initial staffing date. During such probationary period in the new Bargaining Unit, the employee shall retain seniority rights in the previous Bargaining Unit. In addition, any LPN who is employed by MMC and who becomes an RN shall after one continuous year of employment in the RN bargaining unit retain their seniority from their initial staffing date for purposes of vacancies on a med-surg nursing unit provided that at the time of applying for a vacancy such RN provides written notice of such retained seniority date to Human Resources and the manager of the department with the vacancy. This section shall also apply to employees who moved between bargaining units prior to February 7, 2018 who the parties jointly identified by name no later than February 28, 2018.

12.4 An employee's seniority shall be lost and his employment considered terminated by:

12.4.1 Discharge for Cause.

- 12.4.2 Failure to return from layoff within five (5) working days after written notice by Certified Mail is sent by the Employer to the employee's last known address on the Employer's books.
- 12.4.3 Voluntary Termination of Employment. (In the event an employee orally announces his/her intention to quit and thereafter reconsiders his/her decision, he/she shall be reinstated to employee status provided that he/she has not reduced the resignation to writing and continues working and provided that he/she expresses his/her reconsidered intent to management within 24 hours after expressing his/her intention to quit, or completion of his/her next shift, whichever comes earlier and provided further that the Employer has not been prejudiced by taking action based on the expressed intention to quit.)
- 12.4.4 Failure to report at the termination of a leave of absence approved by the Employer in writing on the first scheduled day following the expiration of such leave of absence.
- 12.4.5 Engaging in a gainful occupation while on leave of absence without the knowledge and approval of the Employer.
- 12.4.6 Absence from work for three (3) consecutive working days without notice to the Employer, which shall be considered as a voluntary quit unless there are extenuating circumstances acceptable to the Hospital.
- 12.4.7 Layoff for a continuous period of more than three years, not to exceed the length of the employee's seniority.
- 12.4.8 For an occasional employee, failure to be scheduled by the Employer for at least 72 hours in a calendar quarter; provided, however, that for those employees who were occasional employees as of February 7, 2018, the following shall apply until July 1, 2019: failure to be scheduled to work by the Employer for at least 36 hours in a calendar quarter.
- 12.4.9 Failure to complete mandatory educational assignments as scheduled, as an occasional employee.
- 12.5.1 The Employer shall post a semi-annual seniority list which shall include names, position numbers, and staffing dates. The Employer shall furnish this semi-annual seniority list to the Union. Electronic posting may be used to satisfy the obligations of this paragraph.
- 12.5.2 The monthly update, provided to the Union, shall include the names, addresses, phone number on file (unless unlisted), staffing date, hourly wage rates, assigned FTE, job classification, shifts and department name. Also provided on a monthly basis shall be a new hire and termination list to include hire date, job classification, department, FTE's and termination date where applicable.

12.6 Whenever two (2) or more bargaining unit employees have an identical seniority date, their relative seniority shall be established by the dates of their employment applications (if each is available and dated), and if further distinction is needed, seniority shall be determined by alphabetical order of last name at date of hire.

ARTICLE 13
LAYOFFS AND RECALLS

13.1 It is the parties' intent to maintain efficiency of operations during a layoff and to that end it is agreed that management shall retain the right to select the classifications, shifts and hours where reduction will take place and readjust schedules to cover the necessary work.

13.2 Low Census

13.2.1 In the event the Employer must temporarily reduce hours due to low census, the Employer shall first ask for volunteers. Among volunteers, preference for low census shall be given to employees who have indicated on their low census request form that they have been denied requested vacation for the shift at issue for reasons other than lack of accrued vacation. If there are insufficient volunteers, the Employer will rotate reductions beginning with the least senior scheduled employees in the affected classification and shift. On any given shift, there shall be no mandatory low census in any unit or department set forth in Section 13.4.3, as long as there is an agency, contract, or occasional working on that shift in the affected classification in said unit or department, unless the employee being considered for low census does not have required special skill or training.

13.2.2 In the event of involuntary low census, the affected employee(s) may request the opportunity for orientation to another department or unit which has employees working in the employee's classification, if the employee is not already oriented to the department or unit. Such requests will not be unreasonably denied; however, the Hospital shall have complete discretion as to whether more than one such request will be granted for a given unit or department on a given shift.

13.2.3 If involuntary low census reductions in a unit continue for five (5) consecutive days, or more than five (5) days in a single pay period, then upon request of the Union, the Employer will present to the JEC at its next regularly scheduled meeting the cause of the low census and whether it will implement layoff procedures as in Sections 13.3 and 13.4.

13.3 Temporary Layoffs/Reduction in FTE

- 13.3.1 A layoff/reduction in FTE due to lack of work of thirty (30) days or less will be considered "temporary". The Employer will give the Union and affected employees notice of the impending layoff/reduction in FTE as soon as practical after becoming aware of the need for a layoff/reduction in FTE. In such cases employees will be laid off/reduced in reverse order of seniority within a classification in the affected unit or department set forth in Section 13.4.3, provided the remaining employees have the ability to perform the work at hand after a reasonable orientation. If shift readjustments are necessary, the least senior employee(s) in the classification will be temporarily transferred to cover necessary shifts.
- 13.3.2 If the layoff/reduction in FTE continues for more than thirty (30) days, the affected employees may exercise displacement rights as in a regular layoff/reduction in FTE, and the layoff/reduction procedures will be followed as in Section 13.4.
- 13.3.3 Recalls from temporary layoff/reduction in FTE will be in reverse order of layoff/reduction in FTE.

13.4 **Regular Layoffs/Reduction in FTE** - In the event of a layoff or reduction in FTE due to lack of work which is not temporary as defined above, it is the intent of the parties to protect the most senior employees so long as the remaining employees have the ability to perform the work at hand after a reasonable orientation. The following procedures will apply:

- 13.4.1 The Employer will notify the Union and employees at least one week in advance of the layoff/reduction in FTE of the affected employees and classifications or provide pay in lieu thereof and both parties will cooperate in following the contract procedures.
- 13.4.2 The employer will first seek volunteers for layoff/reduction in FTE within the classification and unit or department. If there are insufficient volunteers the following procedure will be followed.

13.4.3 The regular employee in the affected classification and department or unit with the least seniority shall be laid off or reduced in hours first. For purposes of this Article, the following work groups will be considered a Unit or Department:

- 13.4.3.1 Surgery
- 13.4.3.2 Emergency
- 13.4.3.3 Critical Care: ICU/CCU/CVSU
- 13.4.3.4 Post Anesthesia Care
- 13.4.3.5 One Day Surgery
- 13.4.3.6 Family Birthing Center / Pediatrics
- 13.4.3.7 2 West / 3 East / 3 West / 4 West / 5 West
- 13.4.3.8 Physical Therapy
- 13.4.3.9 Radiation Oncology
- 13.4.3.10 Cardio/Pulmonary Rehab
- 13.4.3.11 Registration
- 13.4.3.12 Respiratory Therapy
- 13.4.3.13 Engineering
- 13.4.3.14 G.I. Lab
- 13.4.3.15 Laboratory
- 13.4.3.16 Medical Imaging
- 13.4.3.17 Medical Records
- 13.4.3.18 Material Management
- 13.4.3.19 Nutrition Service
- 13.4.3.20 Others

13.4.4 Affected employees may displace less senior employees in classifications with the same or lower base rate as follows:

13.4.4.1 If the affected employee has at least three years seniority, the affected employee may displace the least senior employee in the affected employee's classification in the Hospital. If no such positions exist, the employee may displace the least senior employee in a classification with the same or lower base rate in the employee's department provided the employee has been previously employed in that classification or can meet the requirements of the basic orientation checklist for such classification within two (2) weeks.

13.4.4.2 If the affected employee has at least five (5) years seniority, in addition to the rights set forth in 13.4.4.1, above, the affected employee may exercise seniority to displace the least senior employee in a classification with the same or lower base rate outside the department provided the employee has previously been employed in that classification or can meet the requirements of the basic orientation checklist for such classification within two (2) weeks.

- 13.4.4.3 Employees exercising displacement rights to a classification with a lower base rate shall receive the base pay for that classification or their former base rate less the difference between the base rates of the two classifications, whichever yields the affected employee the higher rate.
- 13.4.4.4 Displacement as set forth in 13.4.4.1 and 13.4.4.2 above shall proceed as follows: a full-time employee may displace the least senior full-time employee in the classification and unit or department to which the employee is moving. If no such full-time position exists, the full-time employee may displace the least senior part-time employee in the classification and unit or department to which the employee is moving. A part-time employee may displace the least senior part-time employee in the classification and unit or department to which the employee is moving.
- 13.4.5 Any employee displaced as a result of Section 13.4 above may exercise seniority for displacement as per Section 13.4 above and the procedure will be repeated.
- 13.4.6 Employees whose classification is eliminated may exercise displacement rights as per Section 13.4 above.

13.5 Status of Laid Off Employees - Laid off employees may request placement on the Employer's list of employees available for work in their classification. Such employees shall receive priority over contract, agency, or occasionals and shall be called-in in accordance with their availability and seniority. Placement on the list shall not result in any loss of seniority or recall rights. Employees on the list who are unable to come to work for legitimate reasons will not have their unemployment eligibility unfairly jeopardized. Laid off employees who have requested placement on the call-in list must work at least four shifts each calendar quarter (if they have been offered the opportunity to do so) and maintain all mandatory educational and/or certification requirements or they will be removed from the call-in list.

13.5.1 In the event of layoff/reduction in FTE, the employee may elect to receive pay for accumulated vacation and holiday time.

13.6 Employees on layoff/reduction in FTE may bid for vacancies arising in a classification to which they have no recall rights in accordance with Article 14.

13.7 Any employee laid off/reduced in FTE shall be placed on the recall list for a period of three (3) years, not to exceed the length of the employee's seniority.

13.8 An employee recalled and reinstated to their former position held shall receive his/her former rate of pay in addition to any wage increases which were applied to his/her job classification during the period he/she was on the recall list.

13.9 Any notice of re-employment to an employee who has been laid off shall be made by certified mail to the last known address of such laid off employee.

13.10 **Recall from Regular Layoff/Reduction in FTE** - Employees will be recalled from regular layoff/reduction in the reverse order in which they were laid off provided there is an opening in the department or unit and classification from which they were laid off/reduced. If more than one employee in the same classification and department or unit was laid off/reduced on the same date, the most senior would be recalled first. Employees who have exercised displacement rights will be returned to their original position at the first opportunity and in order of seniority.

13.11 In the event that a laid off employee works thirty-two (32) hours or more in a pay period, he/she shall receive pro rated benefits for all time worked in the pay period.

ARTICLE 14 **TRANSFERS, PROMOTIONS, AND JOB POSTINGS**

14.1 Promotion is hereby defined as a move to a classification with a higher base rate. It is the intention of the Employer to fill job vacancies from within the Medical Center before staffing new or occasional employees provided employees are available with the necessary qualifications to fill the vacant position.

14.2 All vacant positions (regular full-time and part-time) professional and non-professional, in the bargaining unit, shall be posted for seven (7) calendar days on the general bulletin board by the cafeteria in the Medical Center and shall include job title, base pay rate, qualifications and necessary skills. Employees will be advised in writing or by another mutually agreed upon method, whether their bid has been granted. Exceptions shall be positions limited to a specific department that require special licensure, certification, or registry (for example, but not limited to Radiology, Laboratory, Respiratory Therapy, Physical Therapy, Radiation Oncology, Surgery-CST). These positions will be offered by seniority (as defined for regular full-time and part-time employees) within the classification.

If a position is not filled by a regular full-time or part-time employee, then occasionals within the classification will be considered. When two or more applying occasionals within the classification have relatively equal qualifications, then the occasional with the greatest seniority shall be given preference.

The employer will provide SEIU with one copy of all postings of bargaining unit positions. Information about vacant positions shall be available in Human Resources.

14.3 Promotions and classification changes shall be made on the basis of seniority (as defined for regular full-time and part-time employees) and qualifications. In the case of vacancies in the classifications of Attendant, Communications Operator, Dietary Aide, Receptionist, and Storekeeper, if two or more employees are qualified for the position or if qualifications can be met by on-the-job training /orientation within the forty-five (45) day probationary period, then seniority shall be the determining factor. In all other classifications, if two or more employees have relatively equal qualifications, then the more senior employee shall be selected. In judging qualifications the Employer shall not be arbitrary or capricious. An employee who is promoted to a higher paid classification shall receive the minimum rate of the new job classification or his/her current base rate, whichever is higher. All employees awarded promotions or classification changes shall be placed on the new job for a probationary period not to exceed forty-five (45) days which may be extended by mutual consent for an additional period not to exceed thirty (30) days. In the event the employee does not successfully pass the probationary period, such employee shall be given back his or her former position without any loss of seniority and at the former rate of pay. However, said employee will not be permitted to bid on the same or similar position for a period of six (6) months thereafter.

14.4 Typing tests will be given by the Employer for applicants to clerical positions requiring typing. Typing tests shall be given on equipment that is equivalent to that which will be used, if possible.

14.5.1 The Employer may add an additional shift to an existing part-time position without posting the position.

14.5.2 In the event a part-time employee bids on a posted part-time position in his/her same classification, (the hours of which could be worked by the employee in addition to the hours of his/her existing position), with the intention of combining the part-time positions, the Employer may, but is not required to, consider the bid of such employee.

14.6 Once an employee is awarded a promotion, the employee will receive the higher pay rate no later than the commencement of the first pay period following 14 days after the award of the position.

14.7 Newly hired employees are not eligible to bid for vacancies outside their Unit until they have been in their Unit for 12 months, except for positions with a higher base rate or higher FTE. The Employer may waive this provision, if it is deemed in the best interest of patient care to do so.

14.8 Employees who transfer into Flex Pool positions will not be eligible to bid on non-Flex Pool positions for a period of one year.

ARTICLE 15
PROBATION

15.1 All newly hired or rehired full-time employees covered by this Agreement shall be considered as probationary for the first one hundred and twenty (120) days of service and for part-time employees for the first one hundred and fifty (150) calendar days of service. Upon completion of the probationary period, an employee's seniority shall date back to his/her original date of staffing. Probationary employees shall have all rights under this Agreement except as specifically provided in this Agreement. During the probationary period, the Employer may discharge an employee, and such discharge shall not be subject to the grievance and arbitration procedures. There will be no probationary period for an employee going from a regular part time to a regular full time position in the same classification.

15.2 Any employee who transfers from occasional status to regular status in the same classification shall have his/her service as an occasional employee counted as his/her probationary period, provided that she/he has worked in the occasional status at least the amount of time defined as the probationary period. If she/he has worked in the occasional status for less than the probationary period, the number of days which she/he has worked shall count toward her/his probationary period. For purposes of this section, a newly staffed employee who has worked as an occasional in the same classification

- 1) at least 176 hours, but less than 352 hours, will be credited with 30 days;
- 2) at least 352 hours, but less than 528 hours, will be credited with 60 days; or
- 3) at least 528 hours, but less than 704 hours, will be credited with 90 days

toward their probationary period. Likewise, occasional hours worked in the same classification of at least 704 or more will be credited as 120 days toward their probationary period. Any part-time employee who has worked less than the applicable 150 day probation as an occasional as mentioned above will have at least a 30 day probationary period.

ARTICLE 16
DRESS CODE

16.1 The Employer shall have the right to promulgate a dress and grooming code, specifying types and colors of uniforms to be worn, and require employees to adhere to said code. The Hospital will continue to provide uniforms for Admitting/Registration staff as provided for in the parties' agreement dated September 24, 2009.

ARTICLE 17
EMPLOYMENT CLASSIFICATIONS

17.1 Regular Full-Time Staff

17.1.1 Is certified after a probationary period as set forth in Article 15.

17.1.2 Hired into or been awarded a 72-Hour Plan position with a weekly work schedule of three (3) 12 hour shifts as scheduled by the Employer or with some other schedule totaling 72 hours bi-weekly (employees in these positions will be scheduled to work regularly scheduled weekends up to every other weekend with the exception made for individual employees who may have made a different arrangement with the Employer such as an employee whose family commitments allow him/her to work only on weekends) or

17.1.3 Hired into or been awarded a position with a work schedule of at least 80 hours bi-weekly as scheduled by the Employer.

17.1.4 Has full benefits.

17.2 Regular Part-Time Staff

17.2.1 Is certified after a probationary period as set forth in Article 15.

17.2.2 Works a definite schedule of at least four (4) work shifts per each bi-weekly period (total thirty-two (32) hours), as scheduled by the Employer.

17.2.3 Has proportionate privileges to Employer benefits unless otherwise provided for in this Agreement.

17.3 Occasional Worker - Is employed on a day-to-day basis with limited specified benefits as applicable to occasionals in this Agreement.

17.4 Temporary Workers - Employed for a specified period of time with no benefits.

17.5 Upgrading of Positions - If a position is consistently (at least four work shifts per each bi-weekly pay period) staffed with an agency, contract, occasional or part-time employee working above staffing level or agency, contract, occasionals or part-time employees working above staffing level (non-concurrently) over a twelve (12) week period, a new slot(s) will be created and the job will be posted and filled as a bargaining unit position in accordance with Article 14, except when the occasional(s) or part-time employee(s) is(are) filling in for vacation, illness, or leaves of absence (including FMLA leave).

ARTICLE 18
OVERTIME

18.1 Overtime is defined herein as hours worked in excess of forty (40) in one work week. Overtime shall be compensated at the rate of 1-1/2 times the employee's regular rate. This section shall not be applicable to employees working under an agreement permitted by Section 7 (j) of the Fair Labor Standards Act and as to those employees, the terms of their agreement shall be controlling.

18.2 The Employer agrees that it will offer overtime available in their classification and unit to regular full time and regular part time employees before assigning overtime to other personnel. In the event overtime hours are scheduled less than 8 hours prior to the beginning of a shift and are contiguous with the end of a scheduled shift it will be equally rotated among the employees then working on the shift and unit where overtime is available. Where overtime hours are scheduled at least eight hours in advance and consists of four hours or more, it shall be offered by seniority in rotation, to employees in that classification on the unit where the overtime is available.

18.3 Employees who work more than one hour beyond the ending time of their regularly scheduled shift will be compensated at the rate of time and one-half their regular hourly rate (overtime) for all hours worked in excess of their regularly scheduled shift (8, 10 or 12 hours). When there is less than nine (9) hours between an employee's quitting time and his/her next starting time, the employee shall receive time and one-half (1-1/2) his/her regular hourly rate (overtime) for all hours worked on the second shift. An employee will not qualify for premium pay under the prior sentence simply because the employee clocks out within the rounding period and/or clocks in within the rounding period preceding the start time of the shift. This section applies without regard to the number of hours worked during the week. There will be no pyramiding of overtime. A stand alone four hour shift will not create a doubleback unless the shift is mandatory. The Employer shall not be arbitrary or capricious with regard to changing an employee's work schedule to avoid paying overtime under this section.

ARTICLE 19
CALL-IN PAY

19.1 An employee who is not on call but who is recalled to work after her/his scheduled shift ends and after having left the Hospital will be guaranteed at least four hours work or four hours pay. This does not apply, however, if the employee is called to report early for her/his regular shift. This section is not applicable to employees on call.

19.2 An employee who is called into work to fill a vacant shift shall be considered as having worked the full eight (8) hour shift except that if the employee works less than six (6) hours of the shift the employee will be paid for time worked. If time worked when called in results in more than eight (8) hours worked in the twenty-four (24) hour period beginning at the start of each shift and continuing for a period of 24 hours, the employee will be compensated at the rate of one and one-half (1-1/2) times their regular rate, regardless of the number of hours worked during the week.

ARTICLE 20 **ON-CALL / CALL-BACK PAY**

20.1 All employees required to be on call shall receive \$2.50 per hour on-call pay in addition to pay for actual hours worked. Where a shift differential is applicable to the hours actually worked on call-back, the employee shall receive the shift differential for the hours actually worked regardless of the starting/ending time(s). Employees on call shall be compensated at the rate of one and one-half (1-1/2) times the regular rate for hours worked regardless of the number of hours worked during the week. An employee who is called in will be guaranteed at least one (1) hour of pay, but will be required to remain at the Hospital for said hour in order to receive such pay.

20.2 If an employee is on call and becomes sick and thus is unavailable to be called in, the employee is obligated to let the Employer know that he/she is sick. The call pay is then forfeited.

Reference: Article 18, Overtime, 18.3. "When there is less than nine hours between an employee's quitting time and his/her next starting time", will not apply to those employees who are on call.

ARTICLE 21 **LEAVES OF ABSENCE**

21.1 Sick Leave

21.1.1 Regular full time and regular part time employees will earn sick leave benefits to the extent of twelve (12) working days in any one calendar year on a cumulative basis to a maximum of 960 hours. Sick leave for regular part time personnel is pro-rated on the basis of time worked. Sick leave will be accumulated at the rate of eight (8) hours per month worked, but will not accumulate during any month when no salary is received. No sick leave is earned during any pay period when the employee is on leave without pay for the majority of that pay period. The number of hours paid for each day of absence shall be the number of hours for which the employee is regularly scheduled.

For employees hired on or after January 10, 2010 – See 21.17 below.

21.1.2 Full salary will be paid from the first day of absence up to the maximum number of days accumulated.

For employees hired on or after January 10, 2010 – See 21.17 below.

21.1.3 An employee who is ill and unable to report for work shall be encouraged to notify the Department at least 2 hours prior to the start of the shift if at all possible. Employees will not be required to furnish proof of illness unless absences due to illness show a pattern which may indicate abuse. In such cases, the Employer will notify the employee in writing that he/she will be required to furnish proof of illness for any absences due to illness in the next ninety (90) days. In the event that the employee is notified of the requirement that proof of illness must be furnished, he/she shall be required to furnish a licensed health care providers statement that the employee was actually seen as a patient by the licensed health care provider and stating that the employee was unable to work on those days for which sick pay is claimed. In order to receive sick pay where a licensed health care provider's statement is required, said statements must be turned in by payroll Monday if the employee has returned to work by that date or no payment will be made. Those employees who have not returned to work by payroll Monday will be paid sick leave accrued but must present a licensed health care provider's statement immediately upon return to work or sick days paid will be deducted from their next paycheck.

21.1.4 While an employee remains on paid sick leave (of 120 days or less) or, for employees hired on or after the effective date of the implementation of CTO for new hires (see 21.17 below) remains on leave due to illness (for 120 days or less) during which CTO is being paid, unaugmented by workers compensation, her/his position will not be posted except on a temporary basis. When an employee has exhausted her/his sick leave (or, effective with the implementation of CTO for new hires, when the employee under the CTO plan has exhausted CTO), or when an employee is absent due to illness or injury for more than 120 days, she/he must request a leave of absence, not to exceed one year, in order to maintain her/his status as an employee. An employee who has exhausted all accumulated sick leave may use accrued holidays and vacation time prior to taking a non-FMLA leave without pay, but must take any available benefit time if the leave is designated as FMLA leave (effective with the implementation of CTO for new hires, employees under the CTO leave plan must use all accrued CTO prior to going on unpaid leave).

21.1.5 Whenever an employee ceases, at or after the age of 59, to be employed as a regular full-time employee or regular part-time employee or, before the age of 59, becomes permanently and totally disabled as defined by the Social Security Administration, the employee shall be entitled to pay for accrued sick leave, if at such time, the employee has 10 years of continuous service.

For employees hired on or after January 10, 2010 – See 21.17 below.

- 21.1.6 Any employee who is injured during his/her shift and is sent home by a doctor or authorized personnel, shall be paid for the balance of his/her shift; provided further that any hours not worked that day for the reason stated herein, shall not be charged against the employee's sick time (or, after implementation of CTO for new hires, the employee's CTO time).

No employee will receive greater compensation while out due to an on-the-job injury than they would receive if they were working. The Employer procedure is that employees absent due to an on-the-job injury may receive one-third (1/3) day of their accumulated sick leave for each day of absence. Receiving partial sick leave is optional and some employees may elect not to use sick leave in this instance. If the employee returns to work in less than two weeks after the first day of absence, he/she may receive two-thirds (2/3) day of sick leave in addition to the one-third (1/3) day previously paid for those days where no Worker's Compensation payments were received.

For employees hired on or after January 10, 2010 – See 21.17 below.

- 21.1.7 **Medical Leave** - Employees shall be granted extended leaves of absence without pay not to exceed one year beyond the exhaustion of paid sick leave (or CTO where applicable) during periods of lengthy illness or disability so certified by a medical doctor. After granting two medical leaves to an employee in a calendar year, or three medical leaves in two calendar years, the Employer may grant further medical leaves where circumstances warrant. During such leaves seniority will continue to accumulate.

- 21.1.8 **Sick Pay During Resignation Period** - An employee who resigns his/her employment with two weeks notice will not be eligible for sick leave pay during such notice period except in cases of documented illness.

For employees hired on or after January 10, 2010 – See 21.17 below.

21.2 **Parental Leave** - Maternity leave of absence shall be granted for the period of disability occasioned by pregnancy or childbirth as certified by the attending physician. Accumulated sick leave, vacation and holiday time must be used prior to going on unpaid maternity leave. In the event additional time off beyond the period of disability is sought by the mother or time off is sought by a male employee to attend paternal duties, the employee must use any accrued vacation and holiday time before requesting unpaid FMLA or personal leave. If the employee returns to work within four (4) months of the commencement of the leave, the employee will be reinstated to her/his former position and department at the expiration of said leave. If the employee returns to work more than four (4) months after the commencement of the leave, she/he shall be reinstated to her/his former position if it exists, or, if it does not, to a substantially equivalent position.

21.3 Bereavement Leave - An employee may be paid a maximum of three days' pay for scheduled working hours lost due to a death in the immediate family. The allowed three (3) days must be taken between the date of death and the third day following the date of funeral services. In addition to the above, one day will be paid for travel in the event the funeral is in a location more than 500 miles from Oak Ridge. This leave of absence will not be charged against sick leave (or CTO, if applicable). In the event additional time off is required, the employee may access accrued vacation or holiday time (or CTO, if applicable), or request an emergency personal leave of absence.

21.3.1 The immediate family is defined as a person whose relationship to the employee is one of the following:

Husband	Father	Brother-in-law
Wife	Daughter-in-law	Sister-in-law
Son	Son-in-law	Grandmother
Daughter	Mother-in-law	Grandfather
Brother	Father-in-law	Stepmother
Sister	Grandson	Stepfather
Mother	Granddaughter	Stepson
Stepdaughter	Great-Grandparent	Great-Grandchild

Other relatives who have established permanent residence in the employee's home.

21.3.2 In order to qualify for bereavement leave upon the death of a relative living in the same home, the employee must have previously recorded with the Human Resources Department the fact that said relative has established permanent residence in the employee's home. By mutual agreement of the Employer and the employee the application of time limits may be modified.

21.3.3 In the event an employee is scheduled for Holiday/Vacation time (or CTO), and a death in the immediate family occurs, the three (3) days of Bereavement Leave will be granted in lieu of scheduled time off.

21.4 Union Leave

21.4.1 The Employer agrees to grant to a reasonable number of employees, a leave of absence of up to two weeks without pay to employees selected to perform work for the Union after reasonable notice to his/her supervisor in accord with normal leave of absence provisions. In addition to the usual union tasks this will include attending conventions and conferences. Accrued vacation and/or holidays (or accrued CTO, if applicable) may be used instead of unpaid leave of absence. Employees granted such leave of absence will retain and accumulate seniority during such leave period and will be returned to their former position.

21.4.2 Employees, not to exceed two (2), who are elected or appointed to a full-time position with the Union, upon prior notice shall be granted Leave of Absence without pay not to exceed the life of this Agreement in accord with normal leave of absence provisions. Such employees will provide at least one month's notice of their desire to return to work. If the employee has been on Union leave for ninety (90) days or less, he or she will be returned to their former job. If the employee has been on Union leave for over ninety (90) days, he or she shall be placed upon their job previously held, or a substantially equivalent position, with priority over any other employee who might otherwise have bidding rights to such position, without any loss of seniority.

21.5 **Jury Duty** - The Employer agrees to pay the employee the difference between the amount he or she is paid by the court for jury service and his/her regular rate of pay including shift differential for the scheduled hours lost while on jury duty. Employees scheduled to work, whose responsibilities for jury duty exceed three (3) hours during the day, will be excused from work for that entire day. Night shift employees will be excused from work the shift immediately preceding any day the employee is required to report for jury duty; and if the employee is required to be in Court for more than three (3) hours, he/she will be excused from the next scheduled shift that comes within twenty-four (24) hours of such day of jury service. In the event the employee is released by the Court prior to or during his/her scheduled shift, he/she shall contact the Staffing Office or Department Manager, as applicable, to ascertain if he/she is required to report for duty. In the event the employee has served more than three (3) hours of jury service that day or is not required to report to work by the Employer, he/she shall be paid for the full shift missed minus fees paid by the Court. In order to receive jury duty pay, the employee will be required to produce evidence of the amount paid by the Court and the actual time of jury service, i.e., date, reporting time and release time. In the event the Employer requires an employee to testify in a court of law, it shall pay him/her for the time lost from work at his/her regular rate of pay less witness or other fees received.

21.6 **Selective Service** - The Employer agrees to abide by the provisions of the Selective Service Act and its judicial interpretations with respect to leaves of absence because of military service.

21.7 **Reserve Duty** - The Employer agrees to allow leaves of absence as necessary to any employee called upon to perform duty with Military Reserve or National Guard contingents. The employee should provide a copy of military orders for inclusion in their personnel file.

21.8 **Special Leave with Pay** - To better serve Methodist Medical Center of Oak Ridge, the Employer may grant employees special leave with pay and/or actual expenses to attend professional conferences, conventions, or short schools, in the interest of patient and health care, as authorized and approved by the Employer.

21.9 Educational Leave

21.9.1 An employee may request an unpaid leave of absence for further study. Approval of such leave will depend principally on whether further study will enhance the person's value to the Employer. Consideration will also be given to their past performance and length of service. Other conditions for a study leave of absence are the same as those for a regular leave of absence.

21.9.2 Effect of Educational Leave on Service Time

Upon embarking upon study leave of absence the employee's accumulated sick leave, if any, shall be frozen. During the leave, the employee shall continue to accumulate seniority.

For employees hired on or after January 10, 2010 - Upon embarking upon an educational leave of absence the employee's CTO accruals will cease to accumulate. During the leave, the employee shall continue to accumulate seniority.

21.10 Return from Leave - An employee on leave of absence of sixty (60) days or less will return to his/her former position. In the event an employee takes a leave of absence of sixty (60) days or less, his/her position will not be posted for filling except on a temporary basis. In the case where the position has been eliminated during a leave of sixty (60) days or less or in the case where a position has been eliminated or filled during a leave of sixty one (61) days or more, the Employer will make every reasonable effort to reinstate the returning employee to a substantially equivalent position; provided, if the employee is returning from FMLA leave or a Maternity leave not in excess of four (4) months, the employee will be returned to a substantially equivalent position. In the event a layoff has occurred during the employee's leave of absence, he/she will be treated as if he/she were on the active payroll at the time of the layoff. An employee who does not return from the leave by the established expiration date without notice and request for extension will be considered to have resigned.

21.10.1 A staffed employee who has been on a Worker's Compensation leave of absence for over sixty (60) days and has been released to return to work will be placed in their former position if it is available, or first available position in their former classification and employment status, or any other position they are able to perform, with priority over any other employee who might otherwise have bidding rights to such position.

If a staffed employee is initially placed in a lower paid position, he/she shall retain a right of recall to their former job classification and employment status.

An occasional employee who has been on a Worker's Compensation leave of absence and has been released to return to work will be placed in their former employment status as an occasional employee.

21.11 Emergency Personal Leave of Absence - The Employer will grant an emergency leave of absence to employees when in its opinion the request for leave is justified by unusual circumstances. An employee who does not return from leave of absence on the day following the date of the leave's expiration will be considered as having resigned unless he presents an excuse acceptable to the Employer.

21.12 Family and Medical Leave Act Leave (FMLA) - The Hospital will administer FMLA leave within the guidelines established for granting such leave by the United States Department of Labor.

21.13 Special Leave Without Pay - The Employer will, upon twenty-four hours advance notice, grant employees special leave without pay for one (1) day to work as officials in National, State or Municipal elections.

21.14 Voting Time - When circumstances are such that it is impossible for an employee to vote either before or after hours of work, arrangements must be made in advance with the Department Manager to be excused from work in order to vote. The Employer will pay for such loss of scheduled time up to a maximum of three hours. The employee must inform his Department Manager at least twenty-four (24) hours in advance if it is necessary for him/her to have time off in order to vote. The employee will then be granted time off at the convenience of the Employer. No payment will be made to employees under this policy if the employee's beginning work time is three hours after the opening of the polls, or if his/her work time ends three hours before the closing of the polls.

21.15 Conduct While on Leave - An employee on such leave will be terminated for any occurrence that would have caused his termination had he been in the Employer's active employ.

21.16 Occasionals - Article 21 (Leaves of Absence) is not applicable to occasional employees with the exception of Union Leave, Selective Service, Reserve Duty, Special Leave with Pay, Worker's Compensation Leave of Absence, Family and Medical Leave Act Leave (FMLA), and Conduct While on Leave.

21.17 – CTO [New]

21.17.1 Full-time and part-time employees hired on or after January 10, 2010 will not accrue sick leave hours but will accrue CTO hours as set forth in Article 23.

ARTICLE 22
HOLIDAYS

22.1 The following shall be recognized as holidays:

New Years Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	2 Personal Days

Provided, employees hired on or after the implementation of CTO will not accrue holiday time.

22.2 Employees shall be expected to work on holidays as necessary, and shall be paid holiday differential plus straight time for all hours worked or by mutual agreement of the Hospital and the employee will be given equivalent time off. Employees who are required to work on the actual day of the holiday, except the Personal Days, shall receive a holiday differential of \$2.00 per hour for each hour actually worked. (Reference also 22.10)

For employees hired on or after January 10, 2010 – Employees required to work on actual holidays shall receive a holiday differential of \$2.00 per hour in addition to their regular rate of pay for all hours worked on the holiday.

22.3 For employees hired before January 10, 2010 – Holiday pay shall be paid to all employees if scheduled off. However, an employee not scheduled to work on the actual holiday who is absent without permission either on his/her last scheduled shift before or first scheduled shift following the holiday will not be paid for the holiday. An employee who is scheduled to work on the actual holiday who fails to work on the holiday without permission, will not be paid for the holiday. Documented illness shall be considered excused for the holiday or scheduled work day preceding or following it, and employees shall be paid accordingly. Employees seeking care in the Hospital's Emergency Department on a holiday for which the employee was scheduled to work will not be required to pay more for the ED facility charge than the co-pay for an office visit at a primary care provider under the PHP plan.

22.4 For employees hired before January 10, 2010 – Employees who are required to work on a holiday shall take the holiday within thirty (30) days before or any time after the occurrence of a holiday.

22.5 A holiday that falls on Saturday shall be observed on Friday. A holiday that falls on Sunday shall be observed on Monday.

22.6 The Employer will make reasonable efforts to rotate Thanksgiving, Christmas Eve, Christmas, New Year's Eve and New Years Holidays, and any vacations granted during these periods, fairly between bargaining unit employees. The Employer will equitably rotate requests for time off on Independence Day (not a major holiday for "POP" holiday obligations purposes).

22.7 When an employee whose scheduled shift is other than eight (8) hours is scheduled off for a holiday, he/she will be paid holiday pay for the number of hours regularly scheduled to work provided the combined number of holiday and personal day hours do not exceed seventy-two (72) hours per year.

For employees hired on or after January 10, 2010 – When an employee, whose regular shift is ten hours or twelve hours, is scheduled off for a holiday, she/he will be paid accrued CTO for the number of hours regularly scheduled to work.

22.8 An employee who resigns his/her employment or an employee who is involuntarily terminated for any reason shall be paid all accumulated holiday pay in full. In the event of the death of an employee, all accumulated holiday pay will be paid in the final paycheck.

For employees hired on or after January 10, 2010 – See 23.9.

22.9 Employees may request Martin Luther King's birthday as a personal day (for which accrued CTO will be paid for employees with accrued CTO) and such requests will be granted subject to the operational needs of the Hospital.

22.10 This Article is not applicable to occasional employees except that occasional employees who work on the actual day of the holiday (on one of the seven (7) recognized holidays) shall receive a holiday differential of \$2.00 per hour for each hour actually worked.

22.11 For employees hired before January 10, 2010 – Personal Holidays will be credited on a prorated basis to employees entering into a full-time position.

ARTICLE 23
VACATION

23.1 For employees hired before January 10, 2010 – Paid vacation will be granted employees as follows: Personnel will earn five (5) days or 40 hours vacation with pay upon completion of six months service. Subsequent vacation will accrue on a monthly basis at the following rate:

23.1.1 Less than five (5) years of service - .833 days per month or 80 hours per year.

23.1.2 Five-twelve years of service - 1.25 days per month or 120 hours per year.

23.1.3 Over twelve years of service - 1.66 days per month or 160 hours per year.

23.1.4 If an employee completes five or twelve years of service during the term of the contract he/she will commence accruing hours at the higher rate beginning with the first month following the anniversary of the date of staffing.

23.1.5 For full-time and part-time employees hired on or after January 10, 2010 – Vacation hours will not accrue and CTO hours will accrue based on the accrual rates set forth in the tables below and the following subsections will apply to them.

Purpose:

The purpose of Combined Time Off (CTO) is to enable employees to be away from work for holidays, vacations, and personal or family illness or other personal reasons without loss of their base income.

CTO is not intended to supplement or enhance earnings during weeks in which the employee has worked, or exceeded, the number of hours ascribed to their FTE status. For example, a regular, full-time employee whose typical schedule is 40-hours per week may not be paid for CTO hours in a week during which he/she worked 40 or more hours.

23.1.6 Eligibility

CTO is available to full-time and part-time employees. Occasional employees are not eligible for CTO.

23.1.7 CTO Accrual:

Upon completion of three (3) months continuous full-time or part-time employment, eligible employees will receive an allocation of CTO hours as set forth below. The allocation will be reduced to offset any CTO benefits advanced to the employee for recognized holidays during the initial three (3) months of employment.

Commencing with the first pay period following the initial CTO allocation, and each pay period thereafter, eligible employees will accrue additional CTO hours according to the applicable full-time or part-time CTO Accrual Tables set forth below. Accrual of CTO hours by part-time employees is realized in the employee's CTO account the pay period after the hours are worked.

CTO Accrual Tables

Full-Time Employees

Hours Accrued Per Pay Period	Effective Date	Annual Maximum	Maximum Accumulation	Maximum Accrual Factor
7.08	Three (3) month anniversary	184 hours	276 hours	1.50
8.62	5 th Anniversary	224 hours	448 hours	2.00
9.38	10 th Anniversary	244 hours	610 hours	2.50
10.15	15 th Anniversary	264 hours	792 hours	3.00
10.15	20 th Anniversary	264 hours	924 hours	3.50

Part-Time Employees

Pro Rated	Effective Date	Annual Maximum	Maximum Accumulation	Maximum Accrual Factor
Hours worked x .04	Three (3) month anniversary	83 hours	124 hours	1.50
Hours worked x .05	5 th Anniversary	104 hours	208 hours	2.00
Hours worked x .06	10 th Anniversary	125 hours	312 hours	2.50
Hours worked x .07	15 th Anniversary	146 hours	438 hours	3.00

23.1.8 Absences:

Scheduled absences requested by the employee and approved in advance by the employee's supervisor will be paid as long as sufficient CTO hours are available. CTO must be used for unscheduled absences. CTO accruals will be suspended while an employee is in any non-intermittent leave of absence (LOA) status.

23.1.9 Procedures:

23.1.9.1 Employees who wish to use CTO hours must submit a request to their supervisor as soon as possible prior to their anticipated time off. Where CTO is requested for other than vacations (vacation requests are covered by Section 23.4), requests will be considered based on the hospital's reasonable judgment as to its bona fide operational needs.

23.1.9.2 Changes in the CTO accrual rate based on length of service are effective the beginning of the pay period following the employee's anniversary date.

23.1.9.3 CTO will only be paid consistent with the employee's schedule. That is, if an employee is normally scheduled 12 hours in a day and makes an appropriate request for a full day off, 12 hours of accrued CTO will be paid.

23.1.9.4 Shift differentials will be added when paying CTO for absences. Weekend differentials will not be added.

23.1.9.5 An employee who sustains a work related injury or illness may use accrued CTO during the elimination period for Workers Compensation income replacement benefits. However, CTO benefits may not be used in combination with Workers Compensation income replacement benefits.

23.1.9.6 After 6 months of continuous full or part-time employment, employees whose employment is terminated, voluntarily or involuntarily, will be paid for unused, accumulated CTO hours. This payment will generally be made on the last regular paycheck.

23.1.9.7 CTO may not be used to work out a notice of resignation. CTO will not be paid for illness during the notice period unless the illness is documented.

23.1.9.8 Employees who transfer from full-time to part-time status will be allowed to retain no more than the same percentage of the maximum accumulation for the employee's years of service. For example, if a full-time employee's CTO account is 25% of the maximum accumulation allowed for the employee's years of service, when the employee transfers to a part-time position, the employee will be allowed to retain in his/her CTO account, a balance equal to 25% of the maximum accumulation for a part-time employee with his/her years of service. CTO in excess of this amount will be paid out at the time of the transfer.

23.1.9.9 Employees with at least 6 months of continuous full or part-time employment that transfer from full-time or part-time status to temporary or occasional status will be paid all accrued CTO hours. If the employee returns to full-time or part-time status at a later date, their CTO accrual rate will be based on their most recent date of hire.

23.1.9.10 CTO payments will be based on the employee's base pay rate at the effective date of their transfer/status change or termination.

23.1.9.11 Employees may not take time off without pay if they have accrued CTO hours available to use.

23.1.9.12 Employees who volunteer or who are requested to take time off for the organization's benefit, have the option to take the time off without pay or to use CTO.

23.1.9.13 Employees whose CTO balance has been exhausted may not request or be approved for time off without pay except in the following instances:

- absences that are qualifying under FMLA,
- in the event of a work related injury.

23.1.9.14 Negative CTO balances may not be incurred except within the initial 3 months of employment in accordance with the guidelines set forth in 23.1.9.15 below.

23.1.9.15 No advanced use of CTO benefits is permitted in the first 3 months of employment except under the following circumstances:

- the employee's department is closed to observe a recognized holiday (listed in the Guidelines set forth below) or for any other bona fide business reason;
- the employee is 'called off' due to low patient census or lack of work.

23.1.9.16 If an employee terminates employment for any reason and has a negative CTO balance at the time of termination, the value of the negative hours will be deducted from the employee's final paycheck.

23.1.10 CTO Sell Backs:

23.1.10.1 Employees with at least 6 months of continuous full or part-time employment will be given an opportunity to sell back up to 80 hours of CTO during the annual benefit enrollment period. CTO sell backs cannot be less than 20 hours, and will be based on the employee's base rate of pay; i.e., shift, weekend, or other differentials are not included in the sell backs.

23.1.10.2 CTO sell backs will be paid on the 1st pay day in December. The employee's remaining CTO balance must be at least 80 hours at the time the sell back is processed.

23.1.10.3 Eligibility for CTO sell back will be based on the employee's classification on the last day of the open enrollment period. For example, an employee transferring to a non-bargaining unit position that is excluded from the CTO sell back provisions will not be eligible to sell back CTO if the effective date of their status change precedes the last day of open enrollment.

23.1.11 Interpretative Guidelines:

23.1.11.1 An employee may receive short term disability benefits concurrent with CTO benefits.

23.1.11.2 An employee may not be compelled to use CTO for training activities conducted by the Hospital which the employee is required to attend.

23.1.11.3 An employee may not be compelled to use CTO for outside training activities directly relevant to their position which they are directed by the Hospital to attend.

23.1.11.4 Employees must use CTO when attending voluntary training (in lieu of working) or when attending (in lieu of working) training or examination for licensure or certifications that are transferable if they should leave the Hospital.

23.1.11.5 CTO may not be donated to non-employees.

23.1.11.6 Holidays for which an employee would be eligible for a temporary negative CTO balance are:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

(CTO may be used for recognized, non-Christian holidays that fall within the employee's first 3 months of employment in substitution for Christmas.)

23.1.11.7 A full or part-time employee that converts to Occasional status within their first three months of employment will forfeit the allocation of CTO that occurs at 3-months employment.

23.2.1 For employees hired before January 10, 2010 – If illness or disability resulting in hospitalization occurs during a vacation period, the employee shall be entitled to change his/her status from vacation to sick leave, effective as of the first day of hospitalization.

23.2.2 For employees hired before January 10, 2010 – Employees who are ill or disabled shall have the opportunity to forego treating the absence caused by illness or disability as a sick day and may treat the absence as vacation time (provided the employee has vacation time accrued) by mutual agreement between the Employer and the employee.

For employees hired on or after January 10, 2010 – Employees are required to use any accrued CTO whenever absent due to illness or injury.

23.3 For employees hired before January 10, 2010 – When an employee whose regular shift is other than eight (8) hours is scheduled off for a vacation day, he/she will be paid for the number of hours regularly scheduled to work, but not to exceed the number of hours then earned.

For employees hired on or after January 10, 2010 – CTO time will be scheduled the same as worked hours in 8, 10, or 12 hour days, not to exceed the CTO hours accrued.

23.4.1 Employees shall have the opportunity to fragment their earned vacation (or CTO) by mutual agreement reached twenty-four (24) hours in advance between the Employer and the employee. The smallest unit of fragmentation would be one half (1/2) day. When the Employer has received sufficient prior notice of employee's desire to fragment vacation (or CTO), the Employer will attempt to accommodate the employee's desire and shall not unreasonably withhold its agreement. An employee may request vacation time for a weekend without being required to take the entire week off as a vacation, so long as no employee may be granted this request more than four times annually.

23.4.2 For employees hired before January 10, 2010 – In the event of lack of work which becomes apparent during the course of a working day which would necessitate a layoff as contemplated in Article 13.2, then the employee sent home during the day shall have the opportunity to further fragment his/her vacation by treating the unworked portion of the day as vacation time, by agreement with the Employer.

For employees hired on or after January 10, 2010 – In the event of lack of work which becomes apparent during the course of the day which would necessitate a layoff as contemplated in Article 13, Layoffs & Recall, 13.2, then the employee sent home during the shift will be able to fragment her/his CTO time by treating the unworked portion of the day as CTO.

23.5 For employees hired before January 10, 2010 – Shift differential will be paid where applicable during vacations.

For employees hired on or after January 10, 2010 – See 23.1.9.4.

23.6 For employees hired before January 10, 2010 – In the event a holiday named in this contract falls during an employee's vacation period, such employee shall receive an additional day's pay or by mutual agreement of the Employer and the employee receive an extra day off, in addition to the vacation pay.

For employees hired on or after January 10, 2010 – CTO will replace vacation and holiday pay.

23.7 For employees hired before January 10, 2010 – Regular part time employees shall be entitled to proportionate vacation benefits based upon the amount of time actually paid. Vacation benefits for regular part-time employees shall be calculated in the same fashion as for full-time employees.

For employees hired on or after January 10, 2010 – See 23.1.7

23.8 Vacation requests for January 2nd through February 15th of the current year must be submitted two weeks prior to that schedule being posted. In January, each employee shall state their preference for vacation dates for February 16th through the current year. A vacation schedule shall be prepared by the Employer and presented to the employees by February 15th. In the event of a conflict in choice of dates, the senior employees will have first choice. After February 15th, vacation requests will be granted on a first come basis and will be responded to within seven (7) calendar days. Requests for vacations during the weeks of and after Thanksgiving and during the last two weeks in December will be opened for requests two months in advance of the period sought.

Notwithstanding the first paragraph of this section, the Employer will make reasonable efforts to rotate the granting of vacation requests for these periods evenly among those making requests.

23.9 For employees hired before January 10, 2010 – An employee who resigns his/her employment or an employee who is involuntarily terminated for any reason shall be paid all accumulated vacation in full. In the event of the death of an employee, all accumulated vacation will be paid in the final check.

For employees hired on or after January 10, 2010 – An employee who resigns his/her employment or an employee who is involuntarily terminated for any reason shall be paid all accumulated CTO in full. In the event of the death of an employee, all accumulated CTO will be paid in the final check.

23.10 For employees hired before January 10, 2010 – Vacation or Holiday time, if available to the employee, may be taken for unscheduled absences due to family illness, crisis or death. However, the payment of such benefit time for an unscheduled absence (for other than death in the family) will not exclude the absence from being counted as an occurrence under the Hospital's absenteeism policy, if counting the absence would result in discipline under that policy, if the employee has had discipline for absenteeism during the prior twelve months, or if the employee took three unscheduled absences due to family illness or crisis during the prior twelve months. For purposes of this section only, an employee may fragment vacation or holiday time in increments of less than half-day increments.

For employees hired on or after January 10, 2010 – CTO, if available to the employee, must be taken for unscheduled absence due to family illness, crisis or death. However, the payment of such benefit time for an unscheduled absence (for other than death in the family) will not exclude the absence from being counted as an occurrence under the Hospital's absenteeism policy, if counting the absence would result in discipline under that policy, if the employee has had discipline for absenteeism during the prior twelve months, or if the employee took three unscheduled absences due to family illness or crisis during the prior twelve months. For purposes of this section only, an employee may fragment CTO time in increments of less than the employee's scheduled shift (8, 10 or 12 hours).

ARTICLE 24
EDUCATIONAL ASSISTANCE POLICY

24.1 The Employer agrees to an Educational Assistance Policy to stimulate self-development through formal education from a qualified and accredited institution. In order to qualify for this program, the employee must meet the following criteria:

24.1.1 Must have successfully completed twelve (12) months of service as a full time or as a regular part time employee prior to application for tuition reimbursement.

24.1.2. Courses must be directly related to his/her job or be a part of the required curriculum leading to a degree related to a job with the Employer. Course work leading to post-graduate degrees are not eligible for this benefit.

24.1.3 Must not be in the disciplinary process at the written warning or higher level of discipline at the time of application for any given semester.

24.1.4 Prior approval from Human Resources for a program/course is necessary. No courses taken prior to approval will be reimbursed.

24.2 Educational assistance under this policy is available only for the tuition, the required fees that the student may not waive, and the required textbooks for courses for which the employee maintained a grade of “C” or above. Educational assistance under this policy is not available for other expenses including but not limited to finance charges, equipment, software, tools and supplies, transcript fees, parking, transportation, travel expenses, lodging, meals, and others. The amount of educational assistance available under this policy is limited to the employee’s direct, out-of-pocket expenses actually incurred reduced by the amounts of any non-reimbursable financial aid, including but not limited to grants, scholarships, military assistance, and Tennessee Promise, that the employee receives or is eligible to receive. The maximum amount of educational assistance available under this policy in any calendar year is based on the employee’s length of service and status as follows:

Years of Service	Maximum Annual Education Assistance Amount for Full Time Employees	Maximum Annual Education Assistance Amount for Part Time Employees
At least 1 and less than 5	\$3,000.00	\$2,000.00
5 and greater	\$4,000.00	\$3,000.00

The maximum lifetime amount of educational benefits available to any employee under this policy is \$20,000.00.

24.3 If an employee's status changes during the time that the course is being taken, the percentage of reimbursement will be based upon the employee's status during the majority of that period.

24.4 If the employee is terminated for just cause within six (6) months after the completion of the course, or if the employee resigns voluntarily within twelve (12) months after completion of the course, the employee shall repay to the Hospital 100% of the original grant for the course. The employee requesting Educational Assistance will authorize the Hospital to deduct any monies due to be repaid to the Hospital under this Article from the employee's final paycheck.

24.5 To be eligible to receive an educational assistance payment, an employee must submit written proof of grades, expenses incurred, and the amounts of any non-reimbursable financial aid, including but not limited to grants, scholarships, military assistance, and Tennessee Promise, that the employee received to Human Resources by the following deadlines:

Semester	Complete documentation must be received by Human Resources by last business day of:	Educational assistance payment to employee to occur in the last pay period of:
Fall	January	February
Spring	June	July
Summer	September	October

ARTICLE 25
BENEFITS

25.1 Employees may purchase meals and/or services from the Hospital, but will not be required to do so. The Employer will continue its practice of employee discounts for the purchase of meals in the Hospital cafeteria at a reduced rate (20%) available to those who desire to purchase them.

25.2 **Health Insurance** - It is the objective of the Union and Employer that all employees and dependents of employees obtain their inpatient and outpatient medical services from the Methodist Medical Center of Oak Ridge, provided that the needed services are available. The Hospital will offer (i) full time employees and (ii) employees who were enrolled in the Health Insurance Plan on the effective date of this Agreement as part time employees and who maintain their enrollment a Health Insurance Plan for the duration of this Agreement.

The Employee Bi-weekly Premiums in each enrollment tier for the 2018 Plan Year (beginning with check date December 8, 2017), for the 2019 Plan Year (beginning with check date December 7, 2018), and for the 2020 Plan Year (beginning with check date December 6, 2019) will be as indicated in the chart below.

25.2.1 FULL TIME	2018 Plan Year	2019 Plan Year	2020 Plan Year
Individual	\$ 92.06	\$ 93.90	\$ 95.78
Individual +1	\$ 182.53	\$ 186.18	\$ 189.90
Family	\$ 203.53	\$207.60	\$ 211.75
25.2.2 ELIGIBLE PART TIME			
Individual	\$ 170.15	\$ 173.55	\$ 177.02
Individual +1	\$ 294.90	\$ 300.80	\$ 306.81
Family	\$ 327.50	\$ 334.05	\$ 340.73

25.2.3 The Hospital may have an audit conducted to confirm the eligibility of all individuals for whom dependent coverage is claimed. The Hospital will share with the union the process by which the audit will be conducted. Falsely claiming “eligible dependent” status to obtain dependent coverage is grounds for discharge.

25.2.4 The Employer shall continue its current Section 125 plan for premium conversion of all health plans for the duration of the Agreement.

25.3 **Dental Plan** - The Employer will provide a dental plan to all full-time employees. Part-time employees will be eligible to participate in the dental plan if 85% of the part-time employees in both units represented by Local 205 at Methodist Medical Center enroll in the plan. Coverage options will be made available to all full-time employees at their expense, less a credit of \$5, \$10, or \$20 toward their monthly premium for an individual, individual plus one, or family plan option, respectively.

25.4 **Vision Plan** - The Employer will provide a vision plan to all regular full-time and regular part-time employees at the employee's expense. This plan shall be administered under the guidelines of IRS Section 125 for premium conversion for the duration of the Agreement.

25.5 **Life Insurance** - The Employer will provide \$10,000.00 of group life insurance for all full-time and regular part-time employees and \$5,000.00 of insurance for their dependents. Employees may elect to purchase additional coverage under the insurance plan. Employees choosing any additional coverage under the life insurance plan will accept as a condition of such coverage any increases in premium.

25.6 **Disability Plans**

25.6.1 **Long Term Disability** - The Employer will continue to provide the current disability plan, but as of January 1, 2004, the plan will provide for benefits after 90 days of total disability. The Employer will continue to offer part-time employees Long Term Disability insurance at their cost. The Employer will offer policy enhancements to interested employees at the employee's cost, if such enhancements are available from the insurer.

25.6.2 **Short Term Disability** - Effective January 1, 2007, the Employer will make a Short Term Disability Plan available to all full-time and part-time employees on the same basis as the plan is made available to non-bargaining unit employees.

25.7 **Employee Health Service** - The Employer will be in compliance with OSHA guidelines as they relate to employee health issues. The Employer will provide a risk factor profile to include lab studies (U/A, CBC, lipid screen, Chem-7) annually to employees. Employees will be offered a Hepatitis B and HIV screen in the event of an exposure, as required by CDC and OSHA guidelines. Employees will be provided with the written test results and interpretations where applicable. Employees shall select HMR or their personal physician for interpretation and notification of lab results. Employees may request that a copy of their lab results be sent to their personal physician for interpretation (at the employee's cost).

25.8 Tax Sheltered Annuity

25.8.1 For employees hired prior to January 10, 2010

The Employer will provide a Tax Sheltered Annuity Plan for all eligible employees. Participants continuously employed since prior to January 1, 2004 shall be vested immediately. Participants employed after December 31, 2003, shall be vested on the following schedule:

Years of Service*	Vesting Percentage
Less than 2	0%
2	25%
3	50%
4	75%
5	100%

*Employees must work 1000 hours to receive credit for a year of service.

Eligibility shall be after 90 days of employment or successful completion of probation for voluntary contributions; the Employer agrees to match staffed employees' contributions up to 3% of base pay after employed 1 year. Effective January 10, 2010 the Employer match for staffed employees' contributions (up to 3%) will be calculated on base pay and overtime.

25.8.2 For employees hired on or after January 10, 2010

The Employer will provide a Tax Sheltered Annuity Plan for all eligible employees. Participants shall be vested on the following schedule:

Years of Service*	Vesting Percentage
Less than 2	0%
2	20%
3	40%
4	60%
5	80%
6	100%

*Employees must work 1000 hours to receive credit for a year of service.

Eligibility shall be after 90 days of employment or successful completion of probation for voluntary contributions; the Employer agrees to match staffed employees' contributions annually (up to 6% of base pay and overtime) on the same basis as it is currently made for non-bargaining unit employees rather than per pay period as it is done for current employees.

25.9 **Flexible Spending Accounts** - The Employer will provide full and part-time employees an opportunity to participate in Flexible Spending Accounts. Employees may set aside pre-taxed dollars in a Medical Spending Account for medical expenses and/or in a Dependent Spending Account for child and elder care expenses.

ARTICLE 26 **MISCELLANEOUS**

26.1 There shall be no administration of medication to patients by employees in the bargaining unit other than Licensed Practical Nurses, employees specifically licensed, certified, or registered to administer medications associated to their specialty, and other employees as approved by the Medical Board of the Hospital.

26.2 The Employer will provide free parking to employees. The Employer may assign parking to maximize convenient access for patients, employees, and visitors if open parking does not achieve this result.

26.3 Formal standardized performance appraisals will not be performed more often than every year unless the Employer is required to do so by an accrediting agency or body. Participation in Self-Evaluation and/or Peer Review will be voluntary. Upon request, the employee will be given a written copy of the evaluation.

26.4 Each employee shall be provided with a copy of his/her job description upon hiring and upon any formal change in said job description.

ARTICLE 27 **SAFETY AND HEALTH**

27.1 The Employer agrees to provide a safe and healthful workplace, free of recognized hazards. The Employer agrees to comply with all applicable local, state, and federal health and safety laws and regulations.

27.2 Physical Examinations

27.2.1 Each new employee applicant, before employment, shall be required to pass a physical examination. The Employer has contracted to secure the service of a member of its medical staff to provide pre-employment physicals to its employee applicants. Employee applicants will be required to undergo the pre-employment physical examination by the contracting physician at the expense of the Employer.

27.2.2 Subsequent to employment of the applicant, checks on health status may be required by the Employer on a selective basis as it deems necessary and will be provided by the Employer. The Employer may require a physical examination prior to placing an employee into a position for which he/she has successfully bid based upon seniority and other qualifications. The Employer may require an employee to take a physical examination when the employee's physical ability to perform their current job is in question. All such physicals will be at the expense of the Employer. The employee shall also have the right, should there be a question as to the accuracy of the report, to undergo an examination by a physician of his/her choosing at his/her expense. The Employer shall pay for all physical examinations that are required in connection with on-the-job injuries.

27.3 The Employer shall, in accordance with Center for Disease Control guidelines, post notification of infectious entity requiring isolation procedures within one hour of the patient's admission to the Hospital, provided the presence of the infectious entity is made known to the Hospital at the time of admission. While performing work for the Employer should an employee be exposed to a contagious occupational disease in such a manner that transmission of disease is possible, the employee shall immediately report all pertinent information relative to the exposure to MMC management or Employee Health Services. The employee shall complete an Employee Report of Occupational Injuries or Illnesses (Incident Report MMC 109) containing all information relative to the exposure and forward the report to Employee Health Services. Employee Health Services will contact directly any person exposed or will forward, as indicated, a form letter to their home unit informing them of the exposure. The Infection Control Coordinator will investigate the exposure to determine the likelihood of disease transmission. Based on this information recommendations to the employee will be made after consultation with the Chairman of the Infection Control Committee or proceed as provided by standard Infection Control protocols (e.g., antibiotic treatment or laboratory tests). The risks of treatment vs. no treatment will be fully explained to the employee.

27.4 **Safety Committee** - The Employer and Union agree that the Safety Committee will continue to function with current composition and duties. The Chief Steward or his/her designee shall be a member of the Committee. The Safety Committee shall meet monthly with the Safety Director and shall conduct on site inspections. Bargaining unit members shall suffer no loss of pay for time spent in meetings or inspections. When positions on the Safety Committee currently held by bargaining unit employees become vacant, their replacements will be selected by the Union from among the employees in the vacating employee's department or unit. If the Union does not provide replacements within 3 week's notice of a vacancy, the Hospital may appoint the replacements and will notify the Union of such appointment.

27.5 The Employer agrees to furnish the Union and/or any employee, upon request, Material Safety Data Sheets (MSDS) for all hazardous chemicals used in the Hospital by bargaining unit members.

ARTICLE 28
BULLETIN BOARDS

28.1 In each area of the Medical Center, the Employer shall provide the Union with a bulletin board. These bulletin boards shall be for the exclusive use of the Union to post its material. A copy of all posted material shall be sent to the Human Resources Department prior to posting.

28.2 Union notices on the bulletin board shall be kept current and orderly by the Union.

ARTICLE 29
WAGES

29.1 Employees are classified in accordance with skills used and education and training received and will receive no less than the minimum rate for such classifications. Employees working in a higher paid classification for thirty (30) calendar days or more shall be paid at the base rate of such classification, or at their current salary, whichever is higher, for all hours worked in said classification.

29.2.1 Effective the pay periods beginning March 11, 2018, October 21, 2018, and October 20, 2019, employees hired on or after March 11, 2018, in classifications listed in Schedule A will receive the wage increase (of the base rate) set forth in the Schedule. All regular full time and regular part-time employees continuously employed since March 10, 2018, shall be paid pursuant to the agreement of the parties reached in the negotiations for this Agreement.

29.3 If, during the life of this Agreement, the Employer can demonstrate that it is necessary to increase the new hire rate of a given classification in order to be able to attract qualified employees for current or imminent vacancies, the Employer will give the Union written notice, at least four (4) weeks in advance, of its intention to increase the new hire, 6 month, and base rate for the affected classification. Upon request received by the Employer within seven (7) calendar days of the Union's receipt of notice of the proposed increase, the Employer will meet and bargain with the Union over whether the new hire rate, 6 month rate, and base rate for the classification at issue should be increased and, if so, in what amounts. If the parties have not agreed on the matter within 25 days of the date of the Union's receipt of the Employer's notice, the Employer may implement the proposed increase, and the Union may pursue the matter through the grievance and arbitration procedure. The only question to be addressed by the arbitrator in such a case is whether or not the wage increase implemented by the Employer for the affected classification will stand. Whenever an increase in the new hire, 6 month, and base rate for a classification is implemented or by agreement, the Employer will grant an across-the-board increase in the same amount to all current employees in the affected classification.

29.4 Management retains the right to pay a recruitment bonus for new hires based on what the market dictates.

29.5 Employees hired on or after March 11, 2018, shall receive longevity pay as set forth in Schedule A in accordance with their years of full-time and part-time employment since their most recent date of hire.

29.5.5 Employees who pass an anniversary date during the term of the contract which would entitle them to increased longevity pay shall commence earning the increased longevity pay effective the first payroll period following their anniversary date.

29.6 Employees hired after July 23, 1989, who have prior experience recognized by the Employer shall have their recognized experience measured as of July 23 of each year and shall be compensated at a rate which does not exceed that paid other employees with comparable experience.

29.7 Employees who have successfully completed CSP/DT, TNCC, or PHTLS certification requirements will be paid a \$300.00 bonus. This will be paid each year as long as the certification is maintained. Written evidence of the certifications must be presented to the Human Resources Department. To be eligible for this bonus, occasional employees must have worked a minimum of 200 hours during the one year period.

29.8 **Shift Differentials** – Employees working a shift of eight (8) hours or more on which a majority of the scheduled hours fall between the hours of 3 pm and 11 pm shall receive a second shift differential or between 11 pm and 7 am shall receive a third shift differential. Shifts of less than eight (8) hours will qualify for a second shift differential if the shift is scheduled to end after 7 pm and for a third shift differential if the shift is scheduled to end after 3 am. Shift differential rates for the classifications are set out in Schedule A.

29.9 **Weekend Differential** – Employees will receive a weekend differential for hours actually worked on a weekend. For purposes of applying weekend differentials (set out in Schedule A) a weekend is defined as only the hours worked between 7 p.m. on Friday through 7 p.m. on Sunday.

29.10 Pulling and Floating (excluding Flex Pool LPNs) – A staffed LPN, CNA, or Unit Secretary who is not needed in the department for which they are scheduled to work (a regular shift or extra shift) may be pulled to another unit as needed to insure quality patient care. In such cases in which the LPN is pulled for at least four (4) hours to a department other than their home department, the LPN will be compensated at a rate of \$4 per hour for only the hours worked in the unit to which the LPN is pulled. In such cases in which the CNA or Unit Secretary is pulled for at least four (4) hours to a department other than their home department, the CNA or Unit Secretary will be compensated at a rate of \$1 per hour for only the hours worked in the unit to which the CNA or Unit Secretary is pulled. (This does not apply to or change the current process of mandatory shifts, nor does it apply to employees pulled from their units to act as sitters.)

29.11 Flexible Reserve Pool – Employees who perform as Flex-Pool LPNs will receive an additional \$4.00 per hour pay differential. Employees who perform as Flex-Pool CNAs or Unit Secretaries will receive an additional \$1.00 per hour pay differential

For purposes of Layoff and Recall, the employees hired into the Flex-Pool will be considered in the “Others” unit.

29.12 Premium Occasional Pay (“POP”) – In the event the Employer approves the move of an employee into the POP employment status, the employee will be subject to the following guidelines:

- 29.12.1 The employee must have one (1) year of applicable experience.
- 29.12.2 An employee may move to POP status at any time at the discretion and approval of management. The employee may withdraw from POP status on an annual basis during the month of April.
- 29.12.3 The employee will be scheduled to work one (1) major holiday and one (1) minor holiday during the calendar year at the manager’s discretion.
- 29.12.4 The employee must work at least 12 weekend hours per four (4) week schedule. For purposes of these guidelines, weekend hours are defined as Friday and Saturday nights from 7 PM – 7 AM and Saturday and Sunday days from 7 AM – 7 PM. Sunday nights from 7 PM – 7 AM may count as weekend hours with the prior approval of the manager. If an employee is called off from a scheduled weekend shift, those hours will count toward the 12 hour requirement.
- 29.12.5 The employee must complete the mandatory annual Education Day requirements and inservices as scheduled.

- 29.12.6 Hours spent in educational training (e.g., those listed above) do not count toward weekend hours worked.
- 29.12.7 The provisions of Article 18 (Overtime) do not apply to POP status other than requirements contained in the Fair Labor Standards Act (FLSA).
- 29.12.8 The current POP rate differential for LPNs, Paramedics, and Respiratory Therapists is \$4.00 per hour.
- 29.12.9 An employee on POP status who fails to meet any of the above requirements will be reduced to “occasional” status.

ARTICLE 30 **NOTIFICATION**

30.1 In the event the Employer adopts new or changed work rules or policies which affect the terms and conditions of employment for bargaining unit employees, it shall notify the Union at least two (2) weeks in advance in writing and will discuss the changes and will negotiate in good faith over the effects of such changes upon request. Examples of changes which entitle the Union to notification are those which entail changes in job descriptions, changes in shift starting and quitting times, disciplinary rules, and revisions of the acuity point system, but excluding changes in patient care procedures and changes in the methods of performing existing work.

ARTICLE 31 **RESTRUCTURING**

31.1 In the event that the Hospital: (1) subcontracts work presently being performed by bargaining unit employees resulting in layoff of bargaining unit employees; or, (2) closes or reduces a department or discontinues a service in order to avoid duplication of services with a newly-created non-hospital-based health care provider in which MMC or MHS has an ownership interest, resulting in a layoff of bargaining unit employees; or, (3) eliminates, by means other than attrition, a job classification due to a change in patient care delivery system; the following will apply.

31.2 The Hospital will give the affected employees at least one hundred (100) days notice of the contemplated action and during the notice period the Hospital will:

- 31.2.1 Give affected employees reasonable opportunity to cross-train (successfully complete orientation checklist) on paid time in classifications where needs currently exist.

- 31.2.2 Offer employees the opportunity to attend hospital-sponsored training on paid time for classifications in which vacancies are anticipated.
- 31.2.3 Provide outplacement services such as assistance with resume preparation and mailing, employment counseling, etc.
- 31.2.4 Allow employees to take up to 20 hours of paid time off, with adequate notice to cover, to attend job interviews.

31.3 Employees who are laid off and who do not obtain another job through exercise of bumping rights under Article 13, Layoffs & Recall, will have the following additional benefits: (i) such employees who exercise COBRA continuation rights will receive, for the first twelve months of layoff, reimbursement of the cost of COBRA continuation on a monthly basis; and (ii) such employees will be eligible, while on layoff, to have their tuition (up to the cost of tuition for an associate degree at Roane State Community College), as well as the cost of fees and required books, paid in advance for their attendance at any accredited college or vocational school. Subsequent to the first semester or quarter, payment for any quarter or semester is contingent upon submission of proof of successful completion of the prior quarter or semester (grade point average of "C" or better). Provided; if an employee on layoff declines recall or declines an offer of a position at his/her FTE, with a base rate of pay at least 80% his/her rate at the time of layoff, the employee will cease to be eligible for COBRA reimbursement and educational grants under this paragraph. The Hospital will make reasonable efforts to accommodate an employee's school schedule until the end of the semester or quarter in the event the employee is recalled or offered a position as described above.

31.4 Should the subcontracting of bargaining unit work cause an employee to be laid off, and the employee is unable to obtain a job in accord with the above processes, the Employer will request the subcontractor to consider such affected employees for employment and will also request that the subcontractor pay comparable wages and benefits.

31.5 This Article does not apply to occasional employees, except that if the Employer subcontracts bargaining unit work, the Employer will request the subcontractor to consider affected occasional employees for employment.

ARTICLE 32

SEVERANCE ALLOWANCE

32.1 It is agreed that in the event the Employer ceases to operate the Medical Center or reduces the workforce of any unit, operation, or department thereof, employees laid off as a result of said action may elect to accept termination, foregoing any recall rights, and receive a termination payment equal to the employee's base rate times his/her FTE times 40 for each year of continuous service in a full-time or regular part-time position, provided the employee has completed his/her probationary period.

ARTICLE 33
SUCCESSORS

33.1 In the event the Employer sells, leases, or otherwise disposes of its entire facility or an entire department, and ceases to be an Employer, then any successor employer shall be bound by each and every provision of this Agreement. The Employer's sole duty under this clause shall be to call this clause to the attention of any successor employer.

ARTICLE 34
SAVINGS CLAUSE

34.1 If any provision or part thereof of this Agreement is in conflict with any applicable federal or state law or regulation, such provisions shall be deemed to be in effect only to the extent permitted by such law or regulation. In the event any provision of this Agreement is thus rendered inoperative, the remaining provisions shall nevertheless remain in full force and effect.

ARTICLE 35
WAIVER OF BARGAINING

35.1 The parties acknowledge that during the course of negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter desired, and that the understandings and agreements were arrived at by the parties after the exercise of that right and opportunity as set forth in this Agreement. Therefore, the parties agree that this Agreement constitutes the entire understanding and agreement of the parties and that neither party shall be required to do or refrain from doing anything unless set forth in this Agreement except by mutual consent in writing of the parties hereto.

ARTICLE 36
NO STRIKE/NO LOCKOUT

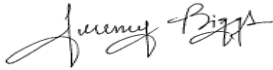
36.1 The Union agrees that it will not authorize, sanction or condone any type of strike, work stoppage or slowdown during the term of this Agreement. Any or all of the employees who participate in any strike, work stoppage or slowdown shall be subject to suspension or immediate discharge. The Employer agrees that it will not lock out employees during the term of this Agreement.

ARTICLE 37
TERMINATION AND RENEWAL

37.1 This Agreement shall be in full force and effect from February 7, 2018, through and including October 10, 2020, and shall continue in full force and effect from year to year thereafter unless either party gives notice in writing at least ninety (90) days prior to October 10, 2020, or October 10th of any subsequent year of its desire to modify or terminate the Agreement.

METHODIST MEDICAL CENTER OF OAK RIDGE

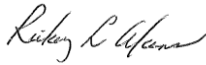
SERVICE EMPLOYEES INTERNATIONAL UNION
LOCAL 205



Jeremy Biggs, President and CAO



Brad Rayson, SEIU Chief Spokesperson



Rick Akens, Director of Human Resources



Sarah Englehardt, LPN



Kristi Byrge, RT (R) (CT)



Steve Paoletto, LPN



Dustin Whalen

Addendum 1 Classification Committee

The purposes of the Classification Committee would be to continue monitoring the current method of determining staffing levels and expanded to develop a method to evaluate the impact of nurse staffing on the quality of care in hospitals. The committee would develop a vision and mission statement, recognizing it is in the best interest of the Union and Management to provide nursing care that has the best outcomes and is the most cost effective. The committee would design, implement, and evaluate trial studies by using different staffing models and skill mixes in various areas of the hospital and determine key measures for the outcomes.

The membership of the committee would consist of up to 7 members for both Union and Management. Representatives would be chosen by the Union and Management with co-chairs. The team would be facilitated and use outside consultants such as nursing experts, physicians and SEIU researchers.

Training and education of members would be extensive. Once training has been completed, the team would decide on the frequency of meetings, times, places, etc. Attendance at meetings would be mandatory; therefore, we must address the issue of coverage. Consistent failure to attend meetings would be handled by the co-chairs.

It is our plan for the Classification Committee to review staffing issues with the objective of facilitating consistent administration.

Addendum 2 New Employee Orientation

The parties agree that mutually agreeable presentations, not to exceed 15 minutes, will continue to be shared for the purpose of educating employees during new employee orientation sessions. The Union can have two representatives (picked from the Union's Chief Stewards and the Union staff person) participate in the presentations.

Addendum 3 Chief Steward

In efforts to improve communication between Methodist Medical Center of Oak Ridge and Service Employees International Union – Local 205, with respect to labor relations issues, the Employer has agreed to schedule one shift each pay period for the Chief Steward for the reasons listed below.

On these days, he/she will be available to meet with MMC management on labor relations and contractual issues, participate in the grievance procedure as Chief Steward and/or Steward, attend and represent SEIU – Local 205 in MMC / Union meetings, and participate in various contractual committee meetings. The Employer will work with him/her in scheduling any and/or all such meetings on these pre-determined days of his/her schedule. The Employer will provide workspace for his/her use on these specific days.

The Union and MMC will mutually agree on these scheduled days while considering our common goal of providing quality health care to our patients. If staffing and scheduling needs are such that MMC determines the Chief Steward is needed to assist with patient care, then it is mutually agreed that patient care is our first obligation.

This arrangement will continue in effect for the duration of the Labor Agreement but will exclude periods of time that the parties are actively involved in contract negotiations.

Addendum 4 Steward Training

The Employer agrees to provide four (4) hours of paid time off to up to thirty-five (35) stewards (from the combined RN and S&T units) for the purpose of steward training annually. The content of the stewardship training will include individual grievances versus group grievances, the Union's internal appeal processes, steward's liability, preparing written grievances, and the like. The dates, times and place of these training sessions will be mutually agreed upon by the parties. An additional four (4) hours of paid time off will be provided to the stewards for joint training with supervisors annually. The dates, times and places of these training sessions will also be mutually agreed upon by the parties.

The joint training materials will be jointly developed and agreed upon by the parties and will include establishing favorable relationships between the participants, roles in the grievance procedure, the release process to investigate and process grievances, the definition of grievances, employee rights to representation, and the like.

Addendum 5
Off-site Employees

Service and Technical bargaining unit employees performing Methodist Medical Center work in off-site buildings in Oak Ridge, Tennessee, including but not limited to those employees in Out-Patient Physical Therapy, Radiation Oncology, Radiological Services, and Cardiopulmonary Rehab, Laboratory Services, and Registration are covered under the Service and Technical Labor Agreement.

Addendum 6
Joint Executive Committee

During the 2000 negotiations, both the Employer and the Union recognized the need to continue a mutual gains approach to identify and address Hospital strategic goals as well as employee needs. This commitment is being met by the continuation of the Joint Executive Committee (JEC) in addressing related problems and challenges facing the parties. The parties are committed to the absolute best patient care wedded to delivering that care in the most cost effective manner. The parties will work together to aggressively promote a culture of change and responsibility and to assure that all employees contribute to quality care and efficiencies, utilizing the best ideas of employees to achieve success. The parties also seek to make MMC the employer of choice in our region.

The parties recognize that they have a common interest in the improvement of the Hospital's operations and efficiency. It is also recognized that regular meetings between the parties are desirable in order to deal with matters of mutual concern as they arise and to improve Union / Management cooperation. The members of the JEC shall include the Chief Steward of both Units and a representative of the Local for the Union, and three members of Management, including a representative of Human Resources. Other representatives of either or both parties may be invited to the meetings by either side to provide specific expertise on the matter being discussed. The JEC shall meet at least monthly, for the purpose of discussing matters of mutual concern and interest.

The JEC shall be empowered to oversee the Labor / Management process and, as necessary, negotiate changes to the existing Labor Agreement which may include the effects of changes to terms and conditions of employment (on bargaining unit employees) as defined in the National Labor Relations Act. Any such changes shall require the submission of such to the parties' respective ratification process. These changes will be jointly implemented.

The JEC may form joint subcommittees for the purpose of addressing both quality care and cost issues as specifically designated and approved by the JEC. Specific issues may be submitted to the JEC by employees, management, the Union leadership, MMC Administration, or the medical staff. The JEC will appoint their respective members to the subcommittee(s) with an effort to insure appointment of members from the effected area(s) or activities. Subcommittees shall have co-chairs, one each from Union and Management.

Employee representatives to the JEC and subcommittees shall receive their regular hourly rate of pay for all time spent and/or lost due to meetings of the Committee. However, such time shall not be considered in determining eligibility for any premium pay rates except for overtime under the Fair Labor Standards Act.

Addendum 7 Mandatory Shifts

This Addendum on mandatory shifts is applicable to Full-time and Part-time CNAs, LPNs, Paramedics, Respiratory Therapy and Lab.

1. While both parties agree that many hospitals, including MMC, cannot avoid mandatory shifts completely, relying on mandatory shifts should not be, and is not, our long-term strategy.
2. A mandatory shift is any involuntary shift of four (4) hours or more.
3. An initial schedule will be posted in each department with needs two weeks before the schedule begins. Staff will be encouraged to fill shifts in their department. Employees who sign up for extra shifts (unfilled posted needs) will move to the bottom of the list for purposes of assigning mandatory shifts and staff other than flex pool staff will have the same protection against being pulled as is applicable to staff working a mandatory shift per current practice.
4. If shifts remain unfilled in the week before the schedule begins, management will make reasonable efforts to fill these shifts with agency personnel.
5. If shifts are assigned to agency personnel in the week prior to the beginning of the schedule or after the schedule begins, such agency personnel will not be subject to being “bumped” by other staff. However, if it becomes necessary to reduce staff on a unit which has agency personnel scheduled to work the Hospital will follow the process set forth in Article 13.2.
6. No employee shall be required to work mandatory shifts in excess of 12 hours in a four (4) week schedule.

7. Staff assigned to a mandatory shift occurring at the end of his/her shift while on duty will receive at least two (2) hours notice if at all possible. If less than 2 hours notice is given, the hospital will, upon request made at the time, provide the employee with an explanation of the reason for the short notice. Notice of assignment to other mandatory shifts shall comply with the notice requirements of item 11.
8. No Shift combinations shall be more than sixteen (16) hours nor will any mandatory shift create two (2) 16-hour contiguous shifts.
9. Staff called off for a mandatory shift will be considered as to have worked that mandatory shift for purposes of assigning a mandatory shift. For any Staff who find their own substitute for a mandatory shift, the mandatory shift will be credited to the person actually working the shift unless upon mutual agreement and a written notice is signed by both employees and given to management acknowledging that the person assigned but not working the shift was credited with the mandatory shift for purposes of assigning future mandatory shifts.
10. The classification committee shall: (1) conduct a monthly analysis of overtime and mandatory usage in nursing; (2) Review creating an overtime incentive in nursing; (3) Develop a self-scheduling trial in nursing with the goal in mind of letting staff have significant input into the schedules and working together to fill open shifts.
11. The Hospital will make every reasonable effort to avoid scheduling mandatory shifts with less than forty-eight (48) hours notice where the need is not a result of unscheduled absences or census fluctuations.
12. The parties agree that 16 hour shifts created by mandatory shifts are undesirable and managers will make every reasonable effort to minimize the use of involuntary 16 hour shifts by seeking volunteers prior to assigning a mandatory shift.
13. Paragraphs 7, 8, and 11 are applicable to all bargaining unit employees other than occasionals.
14. If, in any bargaining unit classification other than those included in the unnumbered introductory paragraph above, mandatory overtime becomes a frequent practice, the issue will be presented to the Joint Executive and Classification Committee for resolution.
15. For the Imaging Department, items 1, 2, 7, 8, 11, and 12 will apply. Employees who sign up for extra shifts from the needs list will move to the bottom of the list for the purposes of assigning mandatory shifts.

Addendum 8
Affordable Care Act Side Letters

The Union and the Employer acknowledge that as of the effective date of their 2017 Collective Bargaining Agreements there is uncertainty about the requirements and possible revisions to the Affordable Care Act and thus neither the Union nor the Employer is fully aware of all the provisions and requirements of the Affordable Care Act and its implementing regulations. The Union and the Employer further agree it is their intent that neither the Union nor the Employer should be subject to taxes and/or penalties under the Affordable Care Act. If during the term of the 2017 Collective Bargaining Agreements either the Union or the Employer determines it may be subject to any tax and/or penalty under the Affordable Care Act and the implementing regulations, the Union or the Employer may reopen this Agreement to negotiate mutually agreeable revisions and/or amendments related to avoiding or minimizing any such taxes and/or penalties. The Union and the Employer further agree that if there is not sufficient time to negotiate or to complete negotiations, the party potentially subject to taxes and/or penalties under the Affordable Care Act may, with advance notice to the other party, take action to avoid or minimize such tax and/or penalty and that such action shall thereafter be subject to the negotiation process set forth in this Side Letter.

The Union and the Employer acknowledge that under the Affordable Care Act (“ACA”) and its implementing regulations, the Employer is required to provide to certain employees health care coverage that satisfies certain affordability criteria or be subject to taxes and/or penalties. If the Employer concludes it may be subject to such taxes and/or penalties or that under the ACA it may be required to offer health care coverage to employees other than those specified by the parties in the Collective Bargaining Agreement, then a special called meeting with the Union shall be held to determine mutually agreeable actions to avoid or minimize such taxes and/or penalties and/or to avoid or minimize the ACA coverage obligation. The Union and the Employer further agree that if there is not sufficient time to reach mutual agreement on such actions, the Employer may, with notice provided to the Union as soon as practicable, take action to avoid or minimize such tax and/or penalty and/or coverage obligation and that such action shall thereafter be subject to the agreement process set forth in this Side Letter.

Addendum 9
Schedule A

(wage grids begin on next page)

Schedule A - (effective 03/11/2018)								
Classification	Base	Longevity Impact on Base Rates				Shift 2 Diff	Shift 3 Diff	Weekend Diff
		After 5 yrs (+.20)	After 10 yrs (+.10)	After 15 yrs (+.10)	After 20 yrs (+.10)			
Anesthesia Technician	\$ 11.32	\$ 11.52	\$ 11.62	\$ 11.72	\$ 11.82	\$ 1.25	\$ 1.75	\$ 0.25
Anesthesia Technician - Certified	\$ 12.35	\$ 12.55	\$ 12.65	\$ 12.75	\$ 12.85	\$ 1.25	\$ 1.75	\$ 0.25
Attendant	\$ 10.04	\$ 10.24	\$ 10.34	\$ 10.44	\$ 10.54	\$ 1.25	\$ 1.75	\$ 0.25
Cardiovascular Invasive Tech) - Non-ARRT - Non-Registered (Cath Lab)	\$ 20.95	\$ 21.15	\$ 21.25	\$ 21.35	\$ 21.45	\$ 2.50	\$ 2.75	\$ 2.75
Cashier	\$ 11.32	\$ 11.52	\$ 11.62	\$ 11.72	\$ 11.82	\$ 1.25	\$ 1.75	\$ 0.25
Catering Associate (formerly Diet Clerk)	\$ 11.32	\$ 11.52	\$ 11.62	\$ 11.72	\$ 11.82	\$ 1.25	\$ 1.75	\$ 0.25
Certified Nursing Assistant (CNA)	\$ 12.06	\$ 12.26	\$ 12.36	\$ 12.46	\$ 12.56	\$ 1.25	\$ 1.75	\$ 0.25
Clinical Lab Assistant	\$ 13.30	\$ 13.50	\$ 13.60	\$ 13.70	\$ 13.80	\$ 1.25	\$ 1.75	\$ 0.25
Clinical Lab Assistant (Senior)	\$ 14.34	\$ 14.54	\$ 14.64	\$ 14.74	\$ 14.84	\$ 1.25	\$ 1.75	\$ 0.25
Communications Operator	\$ 11.32	\$ 11.52	\$ 11.62	\$ 11.72	\$ 11.82	\$ 1.25	\$ 1.75	\$ 0.25
Cook / Baker / Salad Maker	\$ 12.35	\$ 12.55	\$ 12.65	\$ 12.75	\$ 12.85	\$ 1.25	\$ 1.75	\$ 0.25
CT Tech - Registered	\$ 26.07	\$ 26.27	\$ 26.37	\$ 26.47	\$ 26.57	\$ 2.50	\$ 2.75	\$ 2.75
Department Secretary	\$ 13.10	\$ 13.30	\$ 13.40	\$ 13.50	\$ 13.60	\$ 1.25	\$ 1.75	\$ 0.25
Dietary Aide	\$ 10.04	\$ 10.24	\$ 10.34	\$ 10.44	\$ 10.54	\$ 1.25	\$ 1.75	\$ 0.25
Dietary Aide, Senior	\$ 10.38	\$ 10.58	\$ 10.68	\$ 10.78	\$ 10.88	\$ 1.25	\$ 1.75	\$ 0.25
Echocardiographer - Registered (Cardiodiagnostics)	\$ 31.87	\$ 32.07	\$ 32.17	\$ 32.27	\$ 32.37	\$ 2.50	\$ 2.75	\$ 2.75
Emergency Department Tech (ED Tech)	\$ 12.19	\$ 12.39	\$ 12.49	\$ 12.59	\$ 12.69	\$ 1.25	\$ 1.75	\$ 0.25
Health Unit Coordinator (HUC, formerly Unit Secretary)	\$ 13.10	\$ 13.30	\$ 13.40	\$ 13.50	\$ 13.60	\$ 1.25	\$ 1.75	\$ 0.25
Health Unit Coordinator II (HUC II, formerly Unit Secretary II)	\$ 15.19	\$ 15.39	\$ 15.49	\$ 15.59	\$ 15.69	\$ 1.25	\$ 1.75	\$ 0.25
Imaging Tech	\$ 22.37	\$ 22.57	\$ 22.67	\$ 22.77	\$ 22.87	\$ 1.75	\$ 2.00	\$ 2.00
Interventional Technologist - Registered	\$ 26.12	\$ 26.32	\$ 26.42	\$ 26.52	\$ 26.62	\$ 2.50	\$ 2.75	\$ 2.75
Licensed Practical Nurse (LPN)	\$ 18.02	\$ 18.22	\$ 18.32	\$ 18.42	\$ 18.52	\$ 1.25	\$ 1.75	\$ 1.75
Maintenance Worker	\$ 15.49	\$ 15.69	\$ 15.79	\$ 15.89	\$ 15.99	\$ 1.25	\$ 1.75	\$ 0.25
Materials Management Technician	\$ 11.32	\$ 11.52	\$ 11.62	\$ 11.72	\$ 11.82	\$ 1.25	\$ 1.75	\$ 0.25
Mechanic - Master	\$ 23.02	\$ 23.22	\$ 23.32	\$ 23.42	\$ 23.52	\$ 1.75	\$ 2.00	\$ 2.00
Mechanic I	\$ 16.66	\$ 16.86	\$ 16.96	\$ 17.06	\$ 17.16	\$ 1.25	\$ 1.75	\$ 0.25
Mechanic II	\$ 18.30	\$ 18.50	\$ 18.60	\$ 18.70	\$ 18.80	\$ 1.25	\$ 1.75	\$ 0.25
Medical Lab Technician (MLT)	\$ 21.64	\$ 21.84	\$ 21.94	\$ 22.04	\$ 22.14	\$ 1.25	\$ 1.75	\$ 1.75
MRI Tech - Registered	\$ 27.68	\$ 27.88	\$ 27.98	\$ 28.08	\$ 28.18	\$ 2.50	\$ 2.75	\$ 2.75
Nuclear Med Tech - Registered	\$ 30.81	\$ 31.01	\$ 31.11	\$ 31.21	\$ 31.31	\$ 2.50	\$ 2.75	\$ 2.75
Occupational Therapy Assistant - Certified (COTA)	\$ 23.93	\$ 24.13	\$ 24.23	\$ 24.33	\$ 24.43	\$ 1.75	\$ 2.00	\$ 2.00
Physical Therapy Assistant - Registered	\$ 24.76	\$ 24.96	\$ 25.06	\$ 25.16	\$ 25.26	\$ 1.75	\$ 2.00	\$ 2.00
Physical Therapy Attendant	\$ 11.32	\$ 11.52	\$ 11.62	\$ 11.72	\$ 11.82	\$ 1.25	\$ 1.75	\$ 0.25
Polysomnographer - Registered (Sleep Center)	\$ 25.57	\$ 25.77	\$ 25.87	\$ 25.97	\$ 26.07	\$ 2.50	\$ 2.75	\$ 2.75
Rad Tech - Registered (Radiation Oncology)	\$ 32.53	\$ 32.73	\$ 32.83	\$ 32.93	\$ 33.03	\$ 2.50	\$ 2.75	\$ 2.75
Receptionist	\$ 10.04	\$ 10.24	\$ 10.34	\$ 10.44	\$ 10.54	\$ 1.25	\$ 1.75	\$ 0.25
Registration Services Associate I	\$ 13.84	\$ 14.04	\$ 14.14	\$ 14.24	\$ 14.34	\$ 1.25	\$ 1.75	\$ 0.25
Registration Services Associate II	\$ 15.40	\$ 15.60	\$ 15.70	\$ 15.80	\$ 15.90	\$ 1.25	\$ 1.75	\$ 0.25
Respiratory Therapist - Registered	\$ 22.83	\$ 23.03	\$ 23.13	\$ 23.23	\$ 23.33	\$ 2.50	\$ 2.75	\$ 2.75
Respiratory Therapy Technician - Certified	\$ 20.39	\$ 20.59	\$ 20.69	\$ 20.79	\$ 20.89	\$ 1.25	\$ 1.75	\$ 1.75
Scheduling Coordinator	\$ 14.99	\$ 15.19	\$ 15.29	\$ 15.39	\$ 15.49	\$ 1.25	\$ 1.75	\$ 0.25
Secretary	\$ 12.30	\$ 12.50	\$ 12.60	\$ 12.70	\$ 12.80	\$ 1.25	\$ 1.75	\$ 0.25
Sterile Processing Technician - Certified	\$ 13.28	\$ 13.48	\$ 13.58	\$ 13.68	\$ 13.78	\$ 1.25	\$ 1.75	\$ 0.25
Sterile Processing Technician - Non-Certified	\$ 12.21	\$ 12.41	\$ 12.51	\$ 12.61	\$ 12.71	\$ 1.25	\$ 1.75	\$ 0.25
Storekeeper	\$ 11.32	\$ 11.52	\$ 11.62	\$ 11.72	\$ 11.82	\$ 1.25	\$ 1.75	\$ 0.25
Surgical Technician - Certified (CST)	\$ 18.62	\$ 18.82	\$ 18.92	\$ 19.02	\$ 19.12	\$ 1.25	\$ 1.75	\$ 1.75
Ultrasound Tech - Registered	\$ 31.87	\$ 32.07	\$ 32.17	\$ 32.27	\$ 32.37	\$ 2.50	\$ 2.75	\$ 2.75
Veni / EKG Technician	\$ 13.30	\$ 13.50	\$ 13.60	\$ 13.70	\$ 13.80	\$ 1.25	\$ 1.75	\$ 0.25
Veni / EKG Technician / Secretary	\$ 14.34	\$ 14.54	\$ 14.64	\$ 14.74	\$ 14.84	\$ 1.25	\$ 1.75	\$ 0.25
Veni / EKG Technician / Secretary II (Cardiodiagnostics)	\$ 15.37	\$ 15.57	\$ 15.67	\$ 15.77	\$ 15.87	\$ 1.25	\$ 1.75	\$ 0.25

Schedule A - (effective 10/21/2018)								
Classification	Base	Longevity Impact on Base Rates				Shift 2 Diff	Shift 3 Diff	Weekend Diff
		After 5 yrs (+.20)	After 10 yrs (+.10)	After 15 yrs (+.10)	After 20 yrs (+.10)			
Anesthesia Technician	\$ 11.55	\$ 11.75	\$ 11.85	\$ 11.95	\$ 12.05	\$ 1.25	\$ 1.75	\$ 0.25
Anesthesia Technician - Certified	\$ 12.60	\$ 12.80	\$ 12.90	\$ 13.00	\$ 13.10	\$ 1.25	\$ 1.75	\$ 0.25
Attendant	\$ 10.24	\$ 10.44	\$ 10.54	\$ 10.64	\$ 10.74	\$ 1.25	\$ 1.75	\$ 0.25
Cardiovascular Invasive Tech) - Non-ARRT - Non-Registered (Cath Lab)	\$ 21.37	\$ 21.57	\$ 21.67	\$ 21.77	\$ 21.87	\$ 2.50	\$ 2.75	\$ 2.75
Cashier	\$ 11.55	\$ 11.75	\$ 11.85	\$ 11.95	\$ 12.05	\$ 1.25	\$ 1.75	\$ 0.25
Catering Associate (formerly Diet Clerk)	\$ 11.55	\$ 11.75	\$ 11.85	\$ 11.95	\$ 12.05	\$ 1.25	\$ 1.75	\$ 0.25
Certified Nursing Assistant (CNA)	\$ 12.30	\$ 12.50	\$ 12.60	\$ 12.70	\$ 12.80	\$ 1.25	\$ 1.75	\$ 0.25
Clinical Lab Assistant	\$ 13.57	\$ 13.77	\$ 13.87	\$ 13.97	\$ 14.07	\$ 1.25	\$ 1.75	\$ 0.25
Clinical Lab Assistant (Senior)	\$ 14.63	\$ 14.83	\$ 14.93	\$ 15.03	\$ 15.13	\$ 1.25	\$ 1.75	\$ 0.25
Communications Operator	\$ 11.55	\$ 11.75	\$ 11.85	\$ 11.95	\$ 12.05	\$ 1.25	\$ 1.75	\$ 0.25
Cook / Baker / Salad Maker	\$ 12.60	\$ 12.80	\$ 12.90	\$ 13.00	\$ 13.10	\$ 1.25	\$ 1.75	\$ 0.25
CT Tech - Registered	\$ 26.59	\$ 26.79	\$ 26.89	\$ 26.99	\$ 27.09	\$ 2.50	\$ 2.75	\$ 2.75
Department Secretary	\$ 13.36	\$ 13.56	\$ 13.66	\$ 13.76	\$ 13.86	\$ 1.25	\$ 1.75	\$ 0.25
Dietary Aide	\$ 10.24	\$ 10.44	\$ 10.54	\$ 10.64	\$ 10.74	\$ 1.25	\$ 1.75	\$ 0.25
Dietary Aide, Senior	\$ 10.59	\$ 10.79	\$ 10.89	\$ 10.99	\$ 11.09	\$ 1.25	\$ 1.75	\$ 0.25
Echocardiographer - Registered (Cardiodiagnostics)	\$ 32.51	\$ 32.71	\$ 32.81	\$ 32.91	\$ 33.01	\$ 2.50	\$ 2.75	\$ 2.75
Emergency Department Tech (ED Tech)	\$ 12.43	\$ 12.63	\$ 12.73	\$ 12.83	\$ 12.93	\$ 1.25	\$ 1.75	\$ 0.25
Health Unit Coordinator (HUC, formerly Unit Secretary)	\$ 13.36	\$ 13.56	\$ 13.66	\$ 13.76	\$ 13.86	\$ 1.25	\$ 1.75	\$ 0.25
Health Unit Coordinator II (HUC II, formerly Unit Secretary II)	\$ 15.49	\$ 15.69	\$ 15.79	\$ 15.89	\$ 15.99	\$ 1.25	\$ 1.75	\$ 0.25
Imaging Tech	\$ 22.82	\$ 23.02	\$ 23.12	\$ 23.22	\$ 23.32	\$ 1.75	\$ 2.00	\$ 2.00
Interventional Technologist - Registered	\$ 26.64	\$ 26.84	\$ 26.94	\$ 27.04	\$ 27.14	\$ 2.50	\$ 2.75	\$ 2.75
Licensed Practical Nurse (LPN)	\$ 18.38	\$ 18.58	\$ 18.68	\$ 18.78	\$ 18.88	\$ 1.25	\$ 1.75	\$ 1.75
Maintenance Worker	\$ 15.80	\$ 16.00	\$ 16.10	\$ 16.20	\$ 16.30	\$ 1.25	\$ 1.75	\$ 0.25
Materials Management Technician	\$ 11.55	\$ 11.75	\$ 11.85	\$ 11.95	\$ 12.05	\$ 1.25	\$ 1.75	\$ 0.25
Mechanic - Master	\$ 23.48	\$ 23.68	\$ 23.78	\$ 23.88	\$ 23.98	\$ 1.75	\$ 2.00	\$ 2.00
Mechanic I	\$ 16.99	\$ 17.19	\$ 17.29	\$ 17.39	\$ 17.49	\$ 1.25	\$ 1.75	\$ 0.25
Mechanic II	\$ 18.67	\$ 18.87	\$ 18.97	\$ 19.07	\$ 19.17	\$ 1.25	\$ 1.75	\$ 0.25
Medical Lab Technician (MLT)	\$ 22.07	\$ 22.27	\$ 22.37	\$ 22.47	\$ 22.57	\$ 1.25	\$ 1.75	\$ 1.75
MRI Tech - Registered	\$ 28.23	\$ 28.43	\$ 28.53	\$ 28.63	\$ 28.73	\$ 2.50	\$ 2.75	\$ 2.75
Nuclear Med Tech - Registered	\$ 31.43	\$ 31.63	\$ 31.73	\$ 31.83	\$ 31.93	\$ 2.50	\$ 2.75	\$ 2.75
Occupational Therapy Assistant - Certified (COTA)	\$ 24.41	\$ 24.61	\$ 24.71	\$ 24.81	\$ 24.91	\$ 1.75	\$ 2.00	\$ 2.00
Physical Therapy Assistant - Registered	\$ 25.26	\$ 25.46	\$ 25.56	\$ 25.66	\$ 25.76	\$ 1.75	\$ 2.00	\$ 2.00
Physical Therapy Attendant	\$ 11.55	\$ 11.75	\$ 11.85	\$ 11.95	\$ 12.05	\$ 1.25	\$ 1.75	\$ 0.25
Polysomnographer - Registered (Sleep Center)	\$ 26.08	\$ 26.28	\$ 26.38	\$ 26.48	\$ 26.58	\$ 2.50	\$ 2.75	\$ 2.75
Rad Tech - Registered (Radiation Oncology)	\$ 33.18	\$ 33.38	\$ 33.48	\$ 33.58	\$ 33.68	\$ 2.50	\$ 2.75	\$ 2.75
Receptionist	\$ 10.24	\$ 10.44	\$ 10.54	\$ 10.64	\$ 10.74	\$ 1.25	\$ 1.75	\$ 0.25
Registration Services Associate I	\$ 14.12	\$ 14.32	\$ 14.42	\$ 14.52	\$ 14.62	\$ 1.25	\$ 1.75	\$ 0.25
Registration Services Associate II	\$ 15.71	\$ 15.91	\$ 16.01	\$ 16.11	\$ 16.21	\$ 1.25	\$ 1.75	\$ 0.25
Respiratory Therapist - Registered	\$ 23.29	\$ 23.49	\$ 23.59	\$ 23.69	\$ 23.79	\$ 2.50	\$ 2.75	\$ 2.75
Respiratory Therapy Technician - Certified	\$ 20.80	\$ 21.00	\$ 21.10	\$ 21.20	\$ 21.30	\$ 1.25	\$ 1.75	\$ 1.75
Scheduling Coordinator	\$ 15.29	\$ 15.49	\$ 15.59	\$ 15.69	\$ 15.79	\$ 1.25	\$ 1.75	\$ 0.25
Secretary	\$ 12.55	\$ 12.75	\$ 12.85	\$ 12.95	\$ 13.05	\$ 1.25	\$ 1.75	\$ 0.25
Sterile Processing Technician - Certified	\$ 13.55	\$ 13.75	\$ 13.85	\$ 13.95	\$ 14.05	\$ 1.25	\$ 1.75	\$ 0.25
Sterile Processing Technician - Non-Certified	\$ 12.45	\$ 12.65	\$ 12.75	\$ 12.85	\$ 12.95	\$ 1.25	\$ 1.75	\$ 0.25
Storekeeper	\$ 11.55	\$ 11.75	\$ 11.85	\$ 11.95	\$ 12.05	\$ 1.25	\$ 1.75	\$ 0.25
Surgical Technician - Certified (CST)	\$ 18.99	\$ 19.19	\$ 19.29	\$ 19.39	\$ 19.49	\$ 1.25	\$ 1.75	\$ 1.75
Ultrasound Tech - Registered	\$ 32.51	\$ 32.71	\$ 32.81	\$ 32.91	\$ 33.01	\$ 2.50	\$ 2.75	\$ 2.75
Veni / EKG Technician	\$ 13.57	\$ 13.77	\$ 13.87	\$ 13.97	\$ 14.07	\$ 1.25	\$ 1.75	\$ 0.25
Veni / EKG Technician / Secretary	\$ 14.63	\$ 14.83	\$ 14.93	\$ 15.03	\$ 15.13	\$ 1.25	\$ 1.75	\$ 0.25
Veni / EKG Technician / Secretary II (Cardiodiagnostics)	\$ 15.68	\$ 15.88	\$ 15.98	\$ 16.08	\$ 16.18	\$ 1.25	\$ 1.75	\$ 0.25

Schedule A - (effective 10/20/2019)								
Classification	Base	Longevity Impact on Base Rates				Shift 2 Diff	Shift 3 Diff	Weekend Diff
		After 5 yrs (+.20)	After 10 yrs (+.10)	After 15 yrs (+.10)	After 20 yrs (+.10)			
Anesthesia Technician	\$ 11.78	\$ 11.98	\$ 12.08	\$ 12.18	\$ 12.28	\$ 1.25	\$ 1.75	\$ 0.25
Anesthesia Technician - Certified	\$ 12.85	\$ 13.05	\$ 13.15	\$ 13.25	\$ 13.35	\$ 1.25	\$ 1.75	\$ 0.25
Attendant	\$ 10.44	\$ 10.64	\$ 10.74	\$ 10.84	\$ 10.94	\$ 1.25	\$ 1.75	\$ 0.25
Cardiovascular Invasive Tech) - Non-ARRT - Non-Registered (Cath Lab)	\$ 21.80	\$ 22.00	\$ 22.10	\$ 22.20	\$ 22.30	\$ 2.50	\$ 2.75	\$ 2.75
Cashier	\$ 11.78	\$ 11.98	\$ 12.08	\$ 12.18	\$ 12.28	\$ 1.25	\$ 1.75	\$ 0.25
Catering Associate (formerly Diet Clerk)	\$ 11.78	\$ 11.98	\$ 12.08	\$ 12.18	\$ 12.28	\$ 1.25	\$ 1.75	\$ 0.25
Certified Nursing Assistant (CNA)	\$ 12.55	\$ 12.75	\$ 12.85	\$ 12.95	\$ 13.05	\$ 1.25	\$ 1.75	\$ 0.25
Clinical Lab Assistant	\$ 13.84	\$ 14.04	\$ 14.14	\$ 14.24	\$ 14.34	\$ 1.25	\$ 1.75	\$ 0.25
Clinical Lab Assistant (Senior)	\$ 14.92	\$ 15.12	\$ 15.22	\$ 15.32	\$ 15.42	\$ 1.25	\$ 1.75	\$ 0.25
Communications Operator	\$ 11.78	\$ 11.98	\$ 12.08	\$ 12.18	\$ 12.28	\$ 1.25	\$ 1.75	\$ 0.25
Cook / Baker / Salad Maker	\$ 12.85	\$ 13.05	\$ 13.15	\$ 13.25	\$ 13.35	\$ 1.25	\$ 1.75	\$ 0.25
CT Tech - Registered	\$ 27.12	\$ 27.32	\$ 27.42	\$ 27.52	\$ 27.62	\$ 2.50	\$ 2.75	\$ 2.75
Department Secretary	\$ 13.63	\$ 13.83	\$ 13.93	\$ 14.03	\$ 14.13	\$ 1.25	\$ 1.75	\$ 0.25
Dietary Aide	\$ 10.44	\$ 10.64	\$ 10.74	\$ 10.84	\$ 10.94	\$ 1.25	\$ 1.75	\$ 0.25
Dietary Aide, Senior	\$ 10.80	\$ 11.00	\$ 11.10	\$ 11.20	\$ 11.30	\$ 1.25	\$ 1.75	\$ 0.25
Echocardiographer - Registered (Cardiodiagnostics)	\$ 33.16	\$ 33.36	\$ 33.46	\$ 33.56	\$ 33.66	\$ 2.50	\$ 2.75	\$ 2.75
Emergency Department Tech (ED Tech)	\$ 12.68	\$ 12.88	\$ 12.98	\$ 13.08	\$ 13.18	\$ 1.25	\$ 1.75	\$ 0.25
Health Unit Coordinator (HUC, formerly Unit Secretary)	\$ 13.63	\$ 13.83	\$ 13.93	\$ 14.03	\$ 14.13	\$ 1.25	\$ 1.75	\$ 0.25
Health Unit Coordinator II (HUC II, formerly Unit Secretary II)	\$ 15.80	\$ 16.00	\$ 16.10	\$ 16.20	\$ 16.30	\$ 1.25	\$ 1.75	\$ 0.25
Imaging Tech	\$ 23.28	\$ 23.48	\$ 23.58	\$ 23.68	\$ 23.78	\$ 1.75	\$ 2.00	\$ 2.00
Interventional Technologist - Registered	\$ 27.17	\$ 27.37	\$ 27.47	\$ 27.57	\$ 27.67	\$ 2.50	\$ 2.75	\$ 2.75
Licensed Practical Nurse (LPN)	\$ 18.75	\$ 18.95	\$ 19.05	\$ 19.15	\$ 19.25	\$ 1.25	\$ 1.75	\$ 1.75
Maintenance Worker	\$ 16.12	\$ 16.32	\$ 16.42	\$ 16.52	\$ 16.62	\$ 1.25	\$ 1.75	\$ 0.25
Materials Management Technician	\$ 11.78	\$ 11.98	\$ 12.08	\$ 12.18	\$ 12.28	\$ 1.25	\$ 1.75	\$ 0.25
Mechanic - Master	\$ 23.95	\$ 24.15	\$ 24.25	\$ 24.35	\$ 24.45	\$ 1.75	\$ 2.00	\$ 2.00
Mechanic I	\$ 17.33	\$ 17.53	\$ 17.63	\$ 17.73	\$ 17.83	\$ 1.25	\$ 1.75	\$ 0.25
Mechanic II	\$ 19.04	\$ 19.24	\$ 19.34	\$ 19.44	\$ 19.54	\$ 1.25	\$ 1.75	\$ 0.25
Medical Lab Technician (MLT)	\$ 22.51	\$ 22.71	\$ 22.81	\$ 22.91	\$ 23.01	\$ 1.25	\$ 1.75	\$ 1.75
MRI Tech - Registered	\$ 28.79	\$ 28.99	\$ 29.09	\$ 29.19	\$ 29.29	\$ 2.50	\$ 2.75	\$ 2.75
Nuclear Med Tech - Registered	\$ 32.06	\$ 32.26	\$ 32.36	\$ 32.46	\$ 32.56	\$ 2.50	\$ 2.75	\$ 2.75
Occupational Therapy Assistant - Certified (COTA)	\$ 24.90	\$ 25.10	\$ 25.20	\$ 25.30	\$ 25.40	\$ 1.75	\$ 2.00	\$ 2.00
Physical Therapy Assistant - Registered	\$ 25.77	\$ 25.97	\$ 26.07	\$ 26.17	\$ 26.27	\$ 1.75	\$ 2.00	\$ 2.00
Physical Therapy Attendant	\$ 11.78	\$ 11.98	\$ 12.08	\$ 12.18	\$ 12.28	\$ 1.25	\$ 1.75	\$ 0.25
Polysomnographer - Registered (Sleep Center)	\$ 26.60	\$ 26.80	\$ 26.90	\$ 27.00	\$ 27.10	\$ 2.50	\$ 2.75	\$ 2.75
Rad Tech - Registered (Radiation Oncology)	\$ 33.84	\$ 34.04	\$ 34.14	\$ 34.24	\$ 34.34	\$ 2.50	\$ 2.75	\$ 2.75
Receptionist	\$ 10.44	\$ 10.64	\$ 10.74	\$ 10.84	\$ 10.94	\$ 1.25	\$ 1.75	\$ 0.25
Registration Services Associate I	\$ 14.40	\$ 14.60	\$ 14.70	\$ 14.80	\$ 14.90	\$ 1.25	\$ 1.75	\$ 0.25
Registration Services Associate II	\$ 16.02	\$ 16.22	\$ 16.32	\$ 16.42	\$ 16.52	\$ 1.25	\$ 1.75	\$ 0.25
Respiratory Therapist - Registered	\$ 23.76	\$ 23.96	\$ 24.06	\$ 24.16	\$ 24.26	\$ 2.50	\$ 2.75	\$ 2.75
Respiratory Therapy Technician - Certified	\$ 21.22	\$ 21.42	\$ 21.52	\$ 21.62	\$ 21.72	\$ 1.25	\$ 1.75	\$ 1.75
Scheduling Coordinator	\$ 15.60	\$ 15.80	\$ 15.90	\$ 16.00	\$ 16.10	\$ 1.25	\$ 1.75	\$ 0.25
Secretary	\$ 12.80	\$ 13.00	\$ 13.10	\$ 13.20	\$ 13.30	\$ 1.25	\$ 1.75	\$ 0.25
Sterile Processing Technician - Certified	\$ 13.82	\$ 14.02	\$ 14.12	\$ 14.22	\$ 14.32	\$ 1.25	\$ 1.75	\$ 0.25
Sterile Processing Technician - Non-Certified	\$ 12.70	\$ 12.90	\$ 13.00	\$ 13.10	\$ 13.20	\$ 1.25	\$ 1.75	\$ 0.25
Storekeeper	\$ 11.78	\$ 11.98	\$ 12.08	\$ 12.18	\$ 12.28	\$ 1.25	\$ 1.75	\$ 0.25
Surgical Technician - Certified (CST)	\$ 19.37	\$ 19.57	\$ 19.67	\$ 19.77	\$ 19.87	\$ 1.25	\$ 1.75	\$ 1.75
Ultrasound Tech - Registered	\$ 33.16	\$ 33.36	\$ 33.46	\$ 33.56	\$ 33.66	\$ 2.50	\$ 2.75	\$ 2.75
Veni / EKG Technician	\$ 13.84	\$ 14.04	\$ 14.14	\$ 14.24	\$ 14.34	\$ 1.25	\$ 1.75	\$ 0.25
Veni / EKG Technician / Secretary	\$ 14.92	\$ 15.12	\$ 15.22	\$ 15.32	\$ 15.42	\$ 1.25	\$ 1.75	\$ 0.25
Veni / EKG Technician / Secretary II (Cardiodiagnostics)	\$ 15.99	\$ 16.19	\$ 16.29	\$ 16.39	\$ 16.49	\$ 1.25	\$ 1.75	\$ 0.25

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