

AGREEMENT

Between

ST. ANTHONY HOSPITALS

and

DENVER FEDERATION OF NURSES AND HEALTH PROFESSIONALS

July 1, 2012 through June 30, 2015

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Article 1- Recognition

The Employer, St. Anthony Hospital located at 11600 W. 2nd Avenue, Lakewood, CO and St. Anthony North Hospital located at 2551 W. 84th Avenue, Westminster, CO, recognizes the Union as the exclusive representative for all employees of the Employer described in the following bargaining unit:

- A. All full-time, regular part-time, and PRN technical employees employed by the Employer at its St. Anthony Hospital and St. Anthony North Hospital (hereinafter referred to as “Employer” or “SAH/SAN”) including Equipment Tech, Physical Rehab Tech, Telemetry Tech-Unit Secretary, Patient Care Associate, Pharmacy Tech, EKG Tech, Orthopedic Technician, EKG Tech II, Pharmacy Tech II, Critical Care Tech, Orthopedic Technician II, LPN, OB Technician, OR Tech, Anesthesia Technician, LPN II, OR Tech II, Certified Respiratory Therapist, Radiology Tech, EEG Technician, Histology Technologist, Registered Respiratory Therapist, Neuro-Diagnostic Tech, EMT Flights, Paramedic Flights, Pulmonary Function Tech, and Sterile Equipment Tech III, Treadmill Tech, but excluding confidential employees, business office clerical employees, office clerical employees, guards, managers, and supervisors as defined in the National Labor Relations Act, and all other employees.

- B. New Positions

The Employer will notify the Union upon creation of any new technical position, or modification of an existing position, and the Union and the Employer will meet to discuss the appropriate unit placement and compensation of the classification. When unit placement of the position remains unresolved after fourteen (14) calendar days from the time of the Employer’s notice, the issue may be submitted in a Unit Clarification Position to the National Labor Relations Board for resolution. Compensation issues will be resolved according to the provisions of Article 28, Duration.

Article 2- Union Matters

- A. Upon request by the Union and no more frequently than every two (2) months, the Union will be supplied with a complete list of all bargaining unit employees. Each list shall include bargaining unit employees and their names, addresses, phone numbers, classifications, areas of employment, and dates of employment. The list shall also include the names of those individuals separated from employment within the prior two (2) months.

- B. The Union shall notify the Employer in writing of its representatives or agents who are authorized to act on its behalf with respect to matters which arise within the scope of this Agreement. The Union shall notify the Employer in writing of any change in designation of its representatives or agents.

- C. Payroll Deduction of Dues
 - 1. Upon written employee and Union authorization, SAH/SAN will begin regular payroll deduction for DFNHP union dues. The Union President or Treasurer will send all employees’ authorizations to the Human Resources Department by the second Thursday of the pay period. The original will remain in the Personnel file. Upon completion of bi-weekly payroll, a check will be cut by Payroll for dues collected.

This will be forwarded to the Union Treasurer with the list of employees who had the deduction.

2. If an employee chooses to discontinue their union dues deduction, he/she must complete an authorization and give it to the Union President or Treasurer. The President or Treasurer will approve and send it to Human Resources by the second Thursday of the pay period. Human Resources will delete the deduction and remove the employee from the deduction register Union list.

D. Time Off for Union

Business Requests for time off for Union business shall be submitted in accordance with the normal department time off request guidelines. Time off granted for Union business may not qualify for educational hours. The employee may utilize PTO time, but without loss of seniority. Requests shall not be unreasonably denied.

E. Bulletin Boards

A bulletin board shall be provided for the Union by the time clock at St. Anthony Hospital and adjacent to the cafeteria at St. Anthony North. The size shall be no less than three (3) feet by four (4) feet. A key to the bulletin boards shall be in the possession of the Union at all times and one key shall be in the possession of the Human Resources Department. Information posted shall relate only to normal St. Anthony Hospital and St. Anthony North DFNHP business activities and shall neither be demeaning to the Employer nor contrary to its stated mission and objective of high quality patient care.

F. Drop Box/Email

1. Drop Box: The Employer will provide the Union with a locked drop box mounted on the wall by the Union bulletin board at each hospital.
2. Email: The Union shall have the right to email bargaining unit employees for matters that only relate to the pursuit of specific grievances, contract negotiations, contract ratification, or notice of union meetings for bargaining unit employees. The union shall not use inflammatory or disparaging comments in its email communications. Violations of this section will result in the Employer and Union discussing the issue first to attempt to resolve issue; however, the Employer retains the ability to revoke email privileges if the issue continues to remain unresolved.

G. Access of Union Representatives

1. Duly authorized staff representatives of the Union, including its affiliates of the AFT (American Federation of Teachers), shall be granted access to enter the Employer's facility where employees covered hereunder are employed, when such visits are necessitated by matters concerning the administration of this Agreement, observing the conditions under which the employees are employed and assisting in processing grievances.
2. The Union representative shall, prior to or upon arrival at the facility, notify the Human Resources Director or his/her designee. During hours when the Human Resources office

is closed a designated administrator will be notified. No interference with the work of employees or the confidentiality and privacy of patient care shall result. Such right of entry shall be subject to general hospital rules applicable to non-employees, except that access shall not be restricted to any particular time of day.

H. Union Steward

1. The Employer will recognize Stewards for the purpose of handling grievances pursuant to the Grievance and Arbitration Procedure of this Agreement and will be updated in writing to the Employee according to the needs of the Union. A list of Stewards will be furnished to the Employer for their approval as soon as possible after signing the Agreement. Stewards will be regular full-time or regular part-time employees who have completed at least ninety (90) days of employment. Stewards will be required to sign an appropriate confidentiality statement (attachment I to this Agreement) in order to participate in, and/or request information in relation to the grievance process. Stewards will investigate or conduct grievance related meetings on non-working time. Only formal grievance meetings with members of management may be conducted on working time, subject to the following limitations:

- a. Patient care shall never be compromised or affected due to the scheduling or holding of a grievance meeting.
- b. Each steward may schedule grievance related meetings with members of management no more frequently than one (1) hour per month during regularly scheduled work hours.

2. Each calendar month, up to two (2) stewards at SAH and up to one (1) steward at SAN may receive pay for up to two hours each, for meetings and investigations directly related to filed grievances during regularly scheduled work hours provided that: 1) the steward receives approval in advance to take the time away from the performance of assigned duties from his or her manager and the Director of Human Resources for the relevant Hospital, and 2) the steward submits a time sheet to the Director of Human Resources for the relevant Hospital indicating the date, time, and the grievance.

I. Miscellaneous

1. The Union shall have access to a copy machine at all times if copying relates to the pursuit of a specific grievance.
2. The Union shall have access to available conference rooms at both SAH and SAN in order to meet with Employees in relation to a Union Grievance or general union matters, not involving solicitation or distribution. The Union shall notify the facility HR Director in advance of scheduling the meeting. The Union shall schedule use of the room in accordance with facility scheduling procedures.

J. New Employee Orientation:

1. As part of the new hire process, each new associate will receive notice that his or her position is covered under the Collective Bargaining Agreement and that a copy of the Collective Bargaining Agreement is on the floor. Each new hire covered by this collective bargaining agreement shall also be provided prior to orientation with a packet of information, supplied by the Union at the Union's expense, that includes a

welcome letter, membership card, copy of the agreement, and list of officers/stewards.

2. During new employee orientation, the local union representative will be allowed to address those new employees covered by the collective bargaining agreement for twenty (20) minutes at the end of the scheduled new employee orientation. This time will be non-paid for both the new employees and any local union representative employed by the Employer. New employees will not be obligated to stay for the local union representative's meeting. If the local union representative is an employee of Employer, they must request in advance (prior to the unit schedule being posted for the relevant orientation period) approval from their supervisor to attend this new employee orientation and should submit request for PTO leave if the meeting is during the employee's regularly scheduled shift. Request for time off shall not be unreasonably denied.

K. Labor Management Meetings

The Employer and the Union agree to meet quarterly in order to promote harmonious relations between the parties. The meetings shall be held upon mutual agreement of the parties on a date and at a time as mutually agreed. The purpose of the meetings shall be to establish an effective employer-employee relationship, discuss the administration of this agreement, disseminate information of interest to the parties and discuss other items as mutually agreed upon prior to the meeting

Article 3- Corrective Action

A. Purpose

The Employer will recognize the following method for advising employees of performance deficiencies, violations of the Collective Bargaining Agreement, Employer policies, principles, rules or regulations.

B. Principle

All employees should act as team players, treating fellow employees as they wish to be treated and taking pride in themselves, their work and in SAH/SAN.

C. Procedure

1. General: Managers will inform employees in a progressive manner when their performance or behavior is unacceptable or otherwise not meeting expectations and may implement the action the manager or supervisor believes is appropriate based upon the circumstances. Action may range from a verbal warning to termination depending on the circumstances of the situation. Depending on the nature/severity of the problem, an employee may be subject to immediate written notice, suspension or release from employment.
2. Using Prior Disciplinary Action: When using prior disciplinary action as a basis to support progressive disciplinary action, a manager shall only reference any disciplinary action received by the employee in the past five (5) years. Verbal reprimands (other than those in accordance with attendance, tardies, or no-call/no shows) shall only be

considered for one (1) year from the date of their issuance so long as there is no other disciplinary action after the verbal reprimand.

3. Progressive Discipline - Attendance:

a. Verbal counseling:

i. Will occur when an associate has three occurrences of unscheduled absence from work within a four-month period. (Note: this is a rolling four-month period.)

b. Written warning will occur:

i. When an associate has four occurrences of unscheduled absence from work within a rolling four-month period.

ii. With the first occurrence of no-call/no-show.

iii. When an associate requests a shift off, the request is denied, and the employee fails to work as scheduled.

c. A final written warning will occur:

i. When an associate has five occurrences of unscheduled absence from work within a rolling four-month period.

ii. When an associate has an occurrence of unscheduled absence after receiving three warnings within a rolling twelve-month period.

iii. When an associate has nine occurrences of absence within a rolling twelve-month period.

d. Release from employment may be appropriate:

i. When an associate has six occurrences of unscheduled absence within a rolling four-month period.

ii. For an unscheduled absence within four months after receiving a final written warning.

iii. When an associate has ten or more occurrences of unscheduled absence in a rolling twelve-month period.

iv. When an associate has two occurrences of no-call/no show within a rolling twelve-month period.

v. For any two consecutive scheduled shifts of no-call/no show.

4. Progressive Discipline - Tardiness:

a. Verbal counseling:

i. Six occurrences within a rolling 4-month period or

- b. Written warning:
 - i. Eight occurrences within a rolling 4-month period or
 - c. Final written warning:
 - i. Ten occurrences within a rolling 4-month period or
- 5. Release from employment may be appropriate:
 - a. Another occurrence after receiving a final within four months.
 - b. Twelve occurrences within a rolling 12-month period.
- 6. Interaction between absences and tardies: With an occurrence of either an unscheduled absence or tardy following receipt of any combination of three (3) warnings related to attendance and/or tardies within a rolling twelve (12) month period, may result in a high level of corrective action or termination.
- 7. Definitions (as used in paragraphs 2, 3 and 4 of this Article):
 - a. Unscheduled absence: a call-in for a scheduled shift.
 - b. Single occurrence: A call-in for one day or unscheduled absences of no more than three consecutively scheduled work days are considered as a single occurrence. An absence followed by no more than two (2) scheduled days off then another absence is considered to be one occurrence.
 - c. No-call/no-show: absence from work with no call to manager.
 - d. Tardy: a non-exempt associate not reporting to their work site at the start of their scheduled shift.
- 8. Each employee shall have the right, upon timely request, to Union representation during any investigatory meeting with the Employer from which the employee reasonably believes disciplinary action will result. The Employer shall provide reasonable advance notice to an employee prior to such conference. Advance notice may be waived in the case of a major infraction by the employee. If Union representation is unavailable, such meeting shall be postponed until representation is available (not to exceed forty-eight (48) hours, unless both parties agree to extend the time to seventy-two (72) hours due to extenuating circumstances).
- 9. The Union may submit a grievance at any step of the corrective action process except for verbal counseling. Documented verbal counseling will not become part of the employee's Human Resources personnel file during the employee's employment unless such counseling is documentation for additional corrective action.
- 10. Corrective Action will occur in a timely manner. Management has thirty (30) days from the date of the incident or from the date of learning of the incident (whichever is later) to discipline the employee. The exceptions to this thirty (30) day requirement are any incidents in relation to abuse, theft, diversion and/or a violation of the drug/alcohol policy.
- 11. Employees will receive a copy of written corrective actions.

Article 4 - Grievance and Arbitration Procedure

A Grievance

1. Definition: A grievance shall mean any dispute which may arise between an employee or employees, or the Union, and SAH/SAN with respect to the interpretation or application of any of the wages, hours, and/or conditions of employment within the scope of this Agreement and are subject to the steps outlined under Section A.7. (Procedure) of this Article.
2. Group Grievance: Group grievances with respect to the interpretation or application of any of the wages, hours, and/or conditions of employment within the scope of this Agreement may be filed by the Union beginning at STEP 2; however, the SAH/SAN retains the right, prior to arbitration, to provide individual remedies for each grievant provided the circumstances apply as determined by the SAH/SAN.
3. Discharge Grievance: A former employee discharged for disciplinary reasons shall proceed directly to STEP 3 of this policy within ten (10) calendar days of the discharge date, or from the date of receipt or attempted delivery of a discharge notice sent to the former employee through first class and certified mail, whichever is later.
4. Written Grievances:
 - a. Must contain a statement of the matter, circumstances, and contract violation that directly affected the employee.
 - b. Must contain a statement of the remedy or solution being requested to resolve the matter.
 - c. May not be amended with new matters or new remedies once the written grievance has been submitted beyond STEP 2 as outlined, unless mutually agreed upon by the parties involved.
 - d. Must include, when submitting the matter and requested remedy at each step, all information, documentation, requests, and responses from the previous steps.
5. Time Frames
 - a. If the employee does not comply with the specified timeframe, the grievance becomes untimely, and the last response made becomes final and binding and is not subject to further review or appeal.
 - b. If the party responding to the grievance does not comply with the specified timeframe, the response becomes untimely, and the employee may proceed to the next step of the procedure within the timeframe allowed.

- c. Timeframes may be extended by written mutual agreement, provided such agreement occurs within the timeframe allowed in each specific step of the procedure.
 - d. To ensure compliance with the timeframes, all written grievances, written responses, correspondence, documentation, extension agreements, etc. will be copied to the Human Resource Director.
 - e. All grievances will be presented directly to the appropriate party as outlined in each step.
 - f. All responses will be sent to the employee by certified mail to the most recent address on the personnel record of the employee with the grievance, or presented directly to the employee with written acknowledgment indicating the date/time that the response has been received by the employee.
6. Union Representation: A union representative may be present at each step of the grievance procedure.
7. Procedure:

STEP 1 -- Verbal Discussion with Department Manager or Designee

- a. The affected employee must have a verbal discussion of the matter which initiated the action and requested remedy with the department manager or designee within ten (10) calendar days from the date of the action.
- b. The employee may proceed to STEP 2 if the matter is not satisfactorily resolved from the verbal discussion.

STEP 2 -- Written Grievance to the Department Manager

- a. The affected employee must submit a written grievance to the department manager within ten (10) calendar days from the verbal discussion in STEP 1.
- b. The department manager will provide a written response to the employee, with a copy to the Union, within ten (10) calendar days from receipt of the grievance.
- c. The Human Resources Director will act as the facilitator/consultant for processing at this step in an effort to achieve resolution.
- d. The employee may proceed to STEP 3 if the matter is not satisfactorily resolved.

STEP 3 -- Written Grievance to the Administrative Staff Member

- a. The affected employee must submit a written grievance and all documentation to the administrative staff member or designee within fourteen (14) calendar days from receipt of the STEP 2 response.
- b. The administrative staff member, after an investigation including an interview with grievant and Union representative, will provide a written response to the

employee with a copy to the Union, within fourteen (14) calendar days from receipt of the grievance.

- c. The Human Resources Counsel will act as the facilitator/consultant for processing at this step.
- d. The employee may proceed to arbitration if the matter is not satisfactorily resolved.

D. Arbitration

1. Arbitrability -- Only grievances unresolved in the procedure above may be submitted to arbitration by the Union.
2. Procedure -- The Union shall notify the SAH/SAN within thirty (30) calendar days of the response in STEP 3 of its intent to arbitrate the matter.
3. Arbitrator Selection -- The parties will meet to mutually select an arbitrator within seven (7) calendar days of the notice to arbitrate. When mutual agreement cannot be reached, the Federal Mediation and Conciliation Service (FMCS) will be requested to provide a list of five (5) arbitrators from which a single name will be selected by alternately striking names from the list. The party striking the first name will be determined by the flip of a coin. The request to the FMCS shall be submitted within fourteen (14) calendar days of the notice to arbitrate. The parties will select the arbitrator from the list within fourteen (14) calendar days of receipt from the FMCS. The parties will schedule any arbitration hearing on a date the arbitrator is available within sixty (60) calendar days of the date of the notice of arbitration. When the arbitrator is not available within those sixty (60) calendar days, the parties will select the nearest date available.
4. Arbitrators Authority -- The decision of the arbitrator shall be final and binding. The arbitrator has no authority to add to, modify, or subtract from the terms and conditions of the contract.
5. Costs/Expense -- The cost of arbitration shall be shared equally by the parties, except that each party shall bear the cost of its own witnesses. Neither party will be obligated to the cost of a stenographic transcript except by prior agreement. A request of the arbitrator for a transcript shall be considered as part of the cost of arbitration to be assumed by the requesting party.

E. Mediation

1. It is the intention of the parties to attempt to resolve grievances in a productive fashion in order to meet the needs of SAH/SAN and Employees. Accordingly, the parties agree that upon mutual agreement, a grievance may be referred to mediation in order to attempt to settle the matter prior to Arbitration. Only the Director of Human Resources for SAH/SAN may agree on behalf of SAH/SAN to mediation. The Union steward may agree on behalf of the Union to mediation. Mediation will occur after STEP 3 and prior to Arbitration. If the parties do not mutually agree to mediation, the parties may proceed to arbitration. If mediation is not successful, then the parties may proceed to arbitration.

2. If the parties agree to mediation, then each party will give to the other party a list of six (6) mediators which that party would find acceptable. The parties will then choose from their combined list of twelve (12) mediators a single mediator to assist in resolving the grievance.
3. The parties will make every effort to schedule the mediation at a time mutually convenient for the parties. If the mediation is scheduled during the Grievant's shift, the Grievant will be permitted time off work to attend mediation without loss of pay.
4. The expenses and fees of the Mediator shall be shared by the parties. The maximum length of the mediation shall be one day. Each party may select two individuals of its choosing to participate in the mediation. The Union must have the grievant present along with any Union representative of its choosing who has the authority to resolve the matter on behalf of the Union. SAH/SAN must have a representative from SAH/SAN present who has authority to resolve the matter on behalf of SAH/SAN.
5. The mediation process will be confidential. No recording device or court reporters will be permitted in the mediation. Each of the parties shall sign and agree to keep the process confidential. The mediation shall be informal in nature. The process and procedure of the mediation itself shall be as facilitated by the mediator. No information shared during the mediation can be used in arbitration or in any other future litigation.
6. If mediation results in resolution of the matter, the final agreement shall be reduced to writing, signed by the parties and shall be binding.
7. Nothing in this provision prevents the parties from resolving grievances between themselves through informal processes without the use of mediation. The parties may resolve any grievance at any time by mutual agreement by their respective representatives who have authority to do so.

Article 5 - Positions, Promotions And Transfers

A. Employment Terminology

1. Employee classification

- a. Full time: regularly scheduled not less than seventy (70) hours per two (2) week pay period and eligible for benefits bargained for in this Agreement and in accordance with the benefit plan design.
- b. Part time: regularly scheduled less than seventy (70) hours per two (2) week pay period and eligible for pro-rated benefits bargained for in this Agreement if scheduled for at least 40 hours per pay period in accordance with the benefit plan design.
- c. PRN (Ancillary/Nursing): normally not regularly scheduled, however, must provide a schedule commitment, and are not eligible for benefits.
- d. Temporary: usually less than six (6) months duration. Temporary employees will not be hired for successive appointments to permanently displace or replace

regular positions or to avoid filling vacancies. Temporary employees are not eligible for benefits. However, such appointments may be made in the event of a violation of Article 25, No Strike/No Lockout.

2. Employment Status

- a. Active: currently working.
- b. Inactive: on leave of absence or disability status.
- c. Terminated: no longer employed.

3. Primary Employment Status (FLSA)

- a. Non-exempt: hourly employees eligible to receive overtime compensation.

4. Upon employment employees will be notified of their employment status, job classification, hours of work and unit assignment. Employees shall be provided a copy of their job description within a reasonable time upon request to their manager or Human Resources.

B. Posting

After an approved personnel requisition has been received by Human Resources, a posting will be prepared for any position described in Article 1 hereinabove, per the requisition. Postings are updated as personnel requisitions are approved. The postings are electronically posted on the SAH/SAN internet jobs career website and shall remain electronically posted for seven (7) calendar days.

C. Eligibility for Transfers

- 1. An employee, in order to be considered for a job posting, must file an electronic job application. Applications will be accepted for consideration only if the employee is qualified, has not had any documented performance issues or corrective action in the past twelve (12) months and meets all minimum requirements for knowledge, skills and abilities as well as education and experience, as the job is posted.
- 2. An employee will normally be in a position for six (6) months; however, this may be waived to meet a specific organizational need upon mutual agreement of the supervisors involved.
- 3. Inactive employees able to return to work from an approved medical leave of absence or Worker's Compensation disability can apply for all posted openings when a position is unavailable in the employee's last department worked. (See STD, LOA, Worker's Compensation Policy - Return to Work.)
- 4. Inactive (non-medical) employees can also apply for all position openings for which they are qualified.

D. Procedure and Selection

Employees will:

1. Complete an online application.
2. Based on selection criteria, qualified employees will be contacted by the manager/supervisor or recruiter for an interview.
3. Schedule and complete required testing within Human Resources when scheduled for an interview.
4. Be prepared to discuss qualifications and expectations at the interview.
5. Selection will be based on information obtained in the interview and from the current supervisor, performance appraisals, attendance records, work experience and education.
6. If employees are equally qualified, selection will be based on SAH/SAN seniority with the most senior given the position.
7. Employees not selected to fill a vacancy may, upon request, to receive either verbally or in writing the reasons for nonelection. If the employee requests that the reason be in writing, the employee shall make that request to Human Resources.
8. Employees shall be transferred to the new position normally within thirty (30) calendar days of notice of being awarded the position.

Article 6- Hours Of Work, Overtime And Schedules

A. Hours of Work

1. Policy
 - a. SAH/SAN functions twenty-four (24) hours a day, seven (7) days a week. To accommodate around the clock scheduling, employees will normally be hired for either eight (8), ten (10), or twelve (12) hour shifts.
 - b. Working time will not be utilized for personal business.
2. Procedure
 - a. Patients require attention and care on all shifts including weekends and holidays. The needs of the patients and departments may require a temporary modification of work schedules. Upon need for a temporary modification of work schedules, the manager will notify employees of the expected length of modification within five (5) working days of instituting the modified schedule. The expected length should not exceed twelve (12) weeks. If the modified schedule must be extended, the manager shall notify the employees of the length of any expected extension of the modified schedule. Such modification will not be made in an arbitrary or capricious manner.

- b. If a shift is not canceled in advance of the arrival of the employee at the beginning of the shift and there is no place to float, the employee has the option of returning home immediately, or remaining at work and being paid for two (2) hours and taking PTO for the remainder of the canceled hours.

3. Staffing and Workload

- a. The parties hereby recognize the importance of providing patients with the highest quality health care and of providing employees with working conditions which are conducive to performing their duties in a safe and healthful atmosphere. Accordingly, it shall be the responsibility of SAH/SAN to provide professional and technical staffing in all hospital units.
- b. The parties agree to the establishment of a Staffing Committee. The Committee shall include not more than three (3) employee representatives from the North and Central facilities respectively, and two management representatives. The employee representatives shall be designated by the Union and the management representative shall be designated by the SAH/SAN HR Director. The Committee will meet and discuss staffing issues. The Employer, working with the Union, will make reasonable effort to correct any staffing issue determined by the Committee to be a problem. The final decision regarding the means of corrective action rests with management.

B. Meal and Break Periods

1. Policy

- a. All employees working a minimum of five and one-half (5.5) hours or greater will be allowed a thirty (30) minute duty-free unpaid meal period. Employees called away from their unpaid meal will be paid for that thirty (30) minute meal period. Employees carrying beepers during an unpaid meal period who are paged back to their assigned work areas, shall be paid for that thirty (30) minute meal period.
- b. Employees must work a minimum of four (4) hours to receive a paid fifteen (15) minute break (or one fifteen (15) minute paid break for each four (4) hours worked).

2. Procedure

- a. Breaks may be combined or added to the meal period as approved.
- b. Breaks and meal periods are to be used as scheduled and cannot be used to shorten the work day.
- c. Employees are expected to inform management/supervision when breaks or meal periods are rescheduled or missed so that reasonable accommodation can be made.
- d. Employees are expected to obtain management approval and sign in and out to leave the facility for meal periods.

C. Schedules/Pay Period

1. Policy

- a. All employees who are now assigned a cyclic schedule for a six (6) week time period may remain on such schedule at the discretion of management.
- b. The pay period begins on Sunday 12:00 am and ends two (2) weeks later on Saturday, 11:59 pm.
- c. Employees pay will normally be available within seven (7) calendar days of the pay period ending date.
- d. Request for days off shall be submitted to the appropriate supervisor by the employee before the schedule is posted. Efforts will be made to grant requests within the unit staffing guidelines as determined by the department manager in accordance with the hospital staffing guidelines.
- e. Prior to requiring an employee to work an additional weekend shift, SAH/SAN will solicit volunteers. A weekend consists of two (2) consecutive days beginning with the Friday evening shift and ending with the Monday morning shift.

D. Overtime Work

1. Policy

The SAH/SAN will recognize pay plans in compliance with the Fair Labor Standards Act. The workweek begins at 12:00 am on Sunday. The workweek ends at 11:59 pm the following Saturday.

- a. Normally, full-time employees will be assigned to one of the following pay plans:
 - (1) Forty (40)-hour Work Week (8-hour shift assignment)
 - (a) All hours worked over forty (40) hours in a seven (7) consecutive day “work week” are overtime hours.
 - (b) All hours worked over twelve (12) hours per day are considered as overtime hours.
 - (2) Forty (40)-hour Work Week (10-hour shift assignment)
 - (a) All hours worked over forty (40) hours in a seven (7) consecutive day “work week” are overtime hours.
 - (b) All hours worked over twelve (12) hours per day are considered as overtime hours.

- (3) Forty (40)-hour Work Week (12-hour shift assignment)
 - (a) All hours worked over forty (40) hours in a seven (7) consecutive day “work week” are overtime hours.
 - (b) All hours worked over twelve (12) hours per day are considered as overtime hours.
- b. SAH/SAN shall have the right to require employees to work a reasonable amount of overtime. SAH/SAN shall not be arbitrary or capricious in the exercise of this right.

2. Procedure

- a. Overtime compensation will be calculated at not less than one and one half (1 1/2) times the employee’s base hourly wage.
- b. Overtime must be authorized by the department manager/supervisor or their designee.
- c. PTO and other nonproductive time is not used in the calculation of overtime hours.
- d. Overtime work shall be offered to employees in their respective professions as is reasonably practical among those capable of performing the work.

Article 7- Solicitation And Distribution

A. Statement of Policy

Centura desires to provide an environment conducive to quality patient care and related services. Therefore, employees are not allowed to solicit in any manner during “working time” or in immediate patient/resident care areas, excluding union bulletin boards. Additionally, employees are not allowed to distribute, e-mail and/or post literature in immediate patient/ resident areas or any Centura work areas. Except as otherwise allowed in Article 2, of this Agreement, Non-employees are not allowed to solicit, distribute, e-mail, and/or post any literature at any time or in any manner on Centura property.

B. Procedure

- 1. All solicitation, distribution, e-mailing, or posting of literature by an employee for the purpose of private and/or personal gain or to promote a private and/or personal cause is strictly prohibited. Facility bulletin boards, internet systems, and property are reserved for the exclusive use of the facility in accordance with this policy, and in the case of internet/e-mail usage, use only in accordance with the applicable IT policy(ies) and Article 2(f) of this Agreement. Employees may not post and/or e-mail personal materials or materials for any other person, organization, or cause.
- 2. Other than occasional, momentary visits for practical reasons, off-duty employees are prohibited from entering any area not open to the public, and are prohibited from interfering with an on-duty employee’s performance of work tasks. Additionally, off-duty employees are not permitted to arrive at work early or stay after work late in the work areas unless they are actively working,

preparing for work, or cleaning up after work. Cafeterias and other areas open to the public may only be used in a manner consistent with their purpose, and will not preclude the Union from setting up an informational table on occasion with proper advance notice and approval by Centura Health.

C. Facility Meeting Rooms

Rooms and facilities are to be used only for the business and events sponsored by a Centura Health facility. Each Centura Health facility may allow, at its discretion, the use of rooms and facilities for activities and meetings which further the mission of Centura Health. To the extent rooms and facilities are used for meetings and activities not directly sponsored by a Centura Health facility, the meetings and activities must be sponsored by a community organization, and the meeting or activities must relate to the larger community around topics and matters that further the mission and purposes of the Centura Health facility. Meetings held in accordance and as allowed within Article 2, shall be an exception to this provision.

D. Exceptions

Employees or visitors involved in civic, not-for-profit organizations wishing to become a Centura-sponsored activity or benefit should contact the facility Marketing Director, who will consult with the facility Human Resource Director, for a possible exception to the policy. Considerations as to if an activity may become Centura sponsored will include, but not be limited to, if:

1. There is a distinct value for Centura from the civic, not-for-profit organization for Centura to be a sponsor;
2. The activity or benefit supports and/or enhances Centura's Mission and Values; and
3. The activity or benefit is coordinated with the relevant Centura Foundation and is not in conflict with any of the Foundation initiatives.

Additionally, facility Volunteer Departments may co-sponsor activities that have a substantial financial contribution to the Volunteer Department and further their department goals and mission.

E. Definitions

1. **Working Time:** Includes time when either the employee doing the solicitation or distribution, or the employee to whom it is directed, is engaged in his/her assigned work. Work time does not include meal, break periods, or time before or after work.
2. **Immediate Patient/Resident Care Areas:** Includes but are not limited to patients' rooms, patient hallways, patient waiting areas, operating rooms, therapy rooms, nurses' stations, areas where patients receive treatment such as x-ray or therapy areas, and any other area where solicitation or distribution may disrupt patient treatment or disturb patients or residents. This does not include areas such as employee lounges/break rooms, vending areas, lobbies, parking areas, cafeterias, or hallways adjacent to the Union bulletin boards. However, Centura reserves the right to also restrict these areas if patient care or access is impeded and/or if other employees' ability to clock in and out of work are impeded.
3. **Work Area:** Includes but not limited to any area within a Centura facility or on Centura property where a Centura employee works, is assigned to work or perform work, and/or those areas not open to the public. This does not include areas such as employee lounges/break rooms and vending areas.

Article 8 - Seniority, Layoff, Recall, Severance, Reinstatement

A. Seniority

1. SAH/SAN seniority shall mean an employee's length of continuous service with SAH/SAN from the most recent date of hire.
2. Termination of SAH/SAN seniority shall be only upon layoff, resignation, or release from employment. Former employees who are reinstated within one (1) year of their last day worked will have their previous hire date reinstated.
3. Employment seniority shall continue during an approved leave of absence as defined in Article 11. Maintenance of employment seniority rights will be in accordance with the law.

B. Layoff

1. Positions covered by this Agreement can be eliminated by management when deemed necessary for business reasons. Employees in said positions may be offered a reduction in hours or a comparable position (i.e., within their assigned pay grade) at their current rate of pay.
2. Employees will be placed on layoff status based on the needs of the location, the department, and the job classification, and will be accomplished in inverse seniority when all other factors are relatively equal.
3. The Employer shall make an effort to provide the employee with notice in advance of the layoff. A copy of the layoff notice shall be sent to the local Union president.
4. The Employer will provide employees identified for layoff with two (2) weeks advance notice, or, in lieu of notice, two (2) weeks of "notice pay" for the employee's scheduled hours and regular wages.
5. The "notice pay" will not be given if the terminated employee is offered a like or similar position with SAH/SAN and refuses such position.
6. The "notice pay" is in addition to accumulated and payable benefits such as Paid Time Off (PTO). PTO accrual will end as of the date of termination of employment.
7. The Employer may place employees identified for layoff in comparable position openings (i.e., within their assigned pay grade) at their current rate of pay they are qualified for within SAH/SAN. Refusal to take the placement will be considered a voluntary resignation.
8. Laid off employees may continue to participate in the Employer provided medical/dental health benefit plans as set forth in this Agreement for up to eighteen (18) months (twenty nine (29) months for disabled individuals) when they assume responsibility for the full

employee and employer premium expense. Failure to submit premium payments by the due date will result in immediate policy cancellation.

9. Laid off employees who reapply will be given first consideration for posted job openings for which they are qualified.

C. Severance

1. Employees terminated as a result of layoff shall be entitled to severance pay as detailed under this section.
2. Employees employed for a minimum of ninety (90) days shall be provided with severance pay equal to one (1) week of pay for each full year of service. Minimum amount payable shall be two (2) weeks and the maximum amount of severance and notice pay combined shall be twelve (12) weeks.
3. If an employee becomes reemployed by SAH/SAN while still receiving severance payments unpaid severance payments shall be forfeited. The employee shall not be required to repay severance already paid.

D. Reinstatement

1. Eligible employees include those employees who:
 - a. Were employed for at least one (1) year by SAH/SAN; and
 - b. Have separated from employment due to:
 - (1) Voluntarily resigning in good standing; or
 - (2) Reduction of force, or layoff, or staff adjustment; or
 - (3) Retirement; or
 - (4) Expiration of a leave of absence; and
 - c. Are reinstated into full-time or part-time positions within one (1) year from the later date of:
 - (1) Last day worked; or
 - (2) Date of termination due to expiration of a leave of absence.
 - d. This provision does not cover PRN.
2. Reinstatement privileges include:
 - a. Recognition of the original date of employment for:
 - (1) Service awards; or
 - (2) Reduction of force, or layoff, or staff adjustment.

- b. Salary recognition by granting the employee the wage at the time of separation or the appropriate ingrating of wages, whichever is greater, if they are rehired in the same job classification.
 - (1) If the employee is rehired into a different job classification, she/he will receive a five (5) percent salary adjustment or will be ingraded into the new position, whichever amount is greater.
- c. Personal Time Off (PTO) accrual rate based on the original date of employment.
- d. The continuation of benefit status and other paid benefits will be based on their previous employment, and limited to those employees who are reemployed within thirty (30) calendar days from the date of separation.
- e. Retirement plan seniority will be based on the definitions and limitations as set forth in the Centura Health retirement plan document.
- f. Pre-Placement Physical requirements regarding employees being considered for reinstatement are the same as for all others.
- g. Reinstated employees are required to attend Corporate and Facility orientation presentations.

Article 9- Personal Time Off (PTO)

Employees in the bargaining unit shall be subject to the same Personal Time Off (PTO) policy as no bargaining unit employees. SAH/SAN will present the Union with any future changes to PTO policy prior to implementation of such changes. Union Employees are also entitled to the following:

- A. Personal Employee Time (PTO) is a concept combining major types of paid time off into a single category which gives an employee greater control and flexibility in determining his/her personal needs for time off.
- B. PTO must be used for all approved absences occurring for the following: vacation, illnesses, bereavement leaves, and to conduct personal business.
 - 1. An employee who exceeds the existing hospital policy on absences and tardiness may be subject to discipline according to Article 3 (Corrective Action).
 - 2. No one will be required to arrange for his or her own replacement when unscheduled PTO is used.
 - 3. No one will be required to arrange for their own replacement when scheduled PTO is approved except after the schedule is posted or during the four (4) weeks prior to the day requested off, whichever is shorter.

C. Accrual

1. A full-time employee accrues PTO on the basis of hours worked as follows (number of hours worked during the pay period/80 x full time accrual rate):

Hire Date on or Before July 1, 1995		
<u>Years of Service</u>	<u>Maximum Days Accrued Per Year</u>	<u>Maximum Hours per Pay Period</u>
First	26	8.00
Second	31	9.54
Third	31	9.54
Fourth	31	9.54
Fifth	31	9.54
Sixth	32	9.85
Seventh	33	10.16
Eighth	34	10.47
Ninth	35	10.77
Tenth	36	11.08

Hire Date After July 1, 1995		
<u>Years of Service</u>	<u>Maximum Days Accrued Per Year</u>	<u>Hours Per 80 Hrs. Worked</u>
Year 1-4	26	8.00
Year 5-7	31	9.54
Year 8-9	34	10.47
Year 10+	36	11.08

Hire Date on or after July 12, 1998	
<u>Years of Service</u>	<u>Hours Accrued Per Pay Period</u>
0 to completion of 2	6.77
3	7.39
4	8.00
5 to completion of 6	8.31
7 to completion of 9	8.70
10 and beyond	9.30

2. A part-time employee scheduled at least forty (40) hours per pay period accrues PTO prorated on an hours paid basis (number of hours worked during the pay period/80 x full-time accrual rate).

D. Eligibility

1. Scheduled PTO is that time scheduled in advance and approved by the supervisor according to the following guidelines:

- a. Employees must request PTO as it is not automatically granted. Employees must have accrued time in order to request PTO time. If the employee does not have adequate PTO to cover the request, then the request shall be granted at the discretion of the employee's manager. Managers will usually allow only one employee to be absent for PTO usage per day, per job title, per shift. All PTO decisions will be made based on the needs of the department and patient care. A manager can condition approval of PTO based on an employee finding an appropriate replacement for their scheduled work time.
 - b. An employee who calls in absent for a scheduled shift immediately before or after a scheduled PTO or holiday may require documentation from a physician or Licensed Independent Practitioner prior to returning to work, and may result in corrective action..
 - c. A maximum of two (2) weeks or fourteen (14) consecutive days off during the summer months (Memorial Day through Labor Day) may be granted. Managers will consider special requests for longer time off as submitted.
 - d. Once the PTO schedule is posted, additional time off will be evaluated and approved based on the managers determination of the department's staffing needs.
 - e. Every unit must have a calendar or list showing available PTO.
 - f. Even trades may be made with prior approval of the Department Managers.
2. Hours are payable up to the limit of the PTO balance.
 3. Incomplete shifts: If an employee is sent home by management for other than disciplinary reasons, is hospitalized, or is injured on the job and is sent home by the emergency room physician, he/she may use accrued PTO hours to make up the difference in shift hours.
 4. PTO cannot be used for extra shifts canceled by the employee.
 5. PTO must be utilized at the employee's regular scheduled hours per pay period except as noted below.
 6. An employee's entire PTO balance must be utilized prior to any unpaid absences including leaves of absence except as noted below. A position may be held in accordance with the Leave of Absence guidelines/article.
 7. An employee who is receiving Worker's Compensation payments may elect to receive a supplement to that payment from their PTO/EIB accrued balances. The combined amount received from all employer provided benefit sources may not exceed their regular wages.

E. Termination of Employment and Loss of Benefits Eligibility.

Upon termination of employment, or transfer to a non-benefits eligible status position within SAH/SAN, employees will be paid for any accrued PTO at its full value. Formerly eligible

employees who return to a benefit eligible status (within 1 year of leaving the benefit eligible position) will keep their original accrual schedule.

Article 10- Holidays

- A. The SAH/SAN Holiday policy will apply to all bargaining unit employees. SAH/SAN will present any changes to the Holiday policy to the Union who will negotiate in a timely manner. The following will also apply to bargaining unit employees in addition to the SAH/SAN Holiday policy.
1. Departments open on official holidays will schedule staff according to needs and will generally rotate the worked holiday schedule except that an employee who works Christmas Day one (1) year will be guaranteed Christmas Day off the following year unless patient services are compromised.
 2. As a requirement of employment, employees must be available to work holidays depending on department volumes and staff availability as determined by the manager.

Article 11- Leaves Of Absence (LOA)

Family and Medical Leave

Consistent with our mission, core values, the Family and Medical Leave Act of 1993, and Colorado law where applicable, employees may take medical or family leave for their own health or to care for other family members as detailed in the guidelines below.

A. Eligibility for Leave

1. Family and Medical Leave Act (“FMLA”)/Military Leave

An employee who has been employed at least twelve (12) months and has worked at least 1250 hours during the twelve (12) months immediately before starting a leave of absence is eligible for a family or medical leave of absence under the Family and Medical Leave Act (“FMLA”) if certain conditions are met. An employee who qualifies for a family or medical leave of absence under the FMLA may be eligible to take up to twelve (12) work weeks of unpaid leave or in the case of leave to care for a covered service member, may take up to twenty six (26) work weeks of leave. During the leave period, the employee is eligible to continue all benefits. At the end of the leave period, if all conditions are met, the employee may return to the same or similar position held at the beginning of the leave.

2. Centura Enhanced Family and Medical Leave (“Non-FMLA”) (Family and Medical Leave for Employees Who Do Not Qualify for Leave under the Family and Medical Leave Act)

Employees shall be eligible to participate in and access Centura Health’s Enhanced Family and Medical Leave (“Non-FML”) per the parameters and eligibility requirements of Centura Health’s policy.

B. Types and Length of Family and Medical Leave

1. Medical Leave: The employee is unable to perform the functions of his or her position due to a serious health condition or incapacity due to pregnancy, prenatal medical care or child birth.

2. Family Leave:
 - a. To care for the employee's child after birth, or placement for adoption or foster care. Time taken under this provision must be taken within twelve (12) months following the birth, or if an adoption or foster child placement of the child; or

 - b. Care for the employee's spouse, child (under 18 years or disabled), or parent, who has a serious health condition

3. Military Family Leave:
 - a. The employee has a spouse, son, daughter or parent on active duty or called to active duty status in the National Guard or Reserves in support of a contingency operation may use their twelve (12) work week entitlement to address certain qualifying exigencies.

 - b. An employee may also take up to twenty six (26) weeks of leave during a single twelve (12) month period to care for a covered service member who is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty. The injury or illness must make the service member medically unfit to perform his or her duties for which the service member is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

4. Intermittent Leave:

An eligible employee does not need to use their family and medical leave entitlement in one block of time. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt Centura's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Intermittent leave may be taken in separate blocks of time (no less than .25 of an hour) or as a reduced leave schedule. A reduced leave schedule is a leave schedule that reduces an employee's usual number of working hours per work week, or hours per work day. Intermittent leave may be used to care for the employee's spouse, child or parent as defined above, or for an employee's own serious health condition. An employee may only take intermittent leave for a birth or adoption of a child only if the employee, the supervisor and human resources approve such a leave. Centura may require an employee to temporarily transfer to another position, with equal pay and benefits, in order to better accommodate recurring periods of leave. Intermittent leave is

based upon regularly scheduled/ budgeted hours. Benefits will continue without any need for an election as long as the employee remains actively employed and working each work week.

C. Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents a qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than three (3) consecutive full calendar days combined with at least two (2) visits to a health care provider or one (1) visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

D. Length of Leave

1. Medical/Family

- a. An eligible employee may take up to a maximum of twelve (12) work weeks of family and medical leave under the FMLA, within a twelve (12) month period measured backward from the date the employee's leave first began.
- b. Time absent from work as a result of a work-related injury that involves the employee's serious health condition will apply toward the family and medical leave benefit.
- c. A family and medical leave cannot be extended by granting a personal leave.

2. Military

- a. An eligible employee may take up to a maximum of twelve (12) work weeks leave to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions and attending post-deployment reintegration briefings.
- b. Eligible employees may also take up to twenty-six (26) weeks to care for a covered service member during a single twelve (12) month period.

E. Requesting Leave Time – Employee's Responsibilities

1. If the need for leave is foreseeable, the employee should notify Matrix Absence Management (Centura's Leave of Absence Administrator) at 1-877-202-0055 or online at <http://www.matrixservices.com> of the request up to thirty (30) days prior to the date their leave will commence.
2. If the need for leave is unforeseeable, the employee should notify Matrix Absence Management within two (2) business days of becoming aware of the need for the leave and must comply with

Centura's normal call in procedures. The employee must file for leave within fifteen (15) days of the date that the employee's leave began.

3. An employee requesting leave must file for leave by contacting Matrix Absence Management at 1-877-202-0055 or online at <http://www.matrixservices.com/>. Upon filing for leave, Matrix Absence Management will request the applicable medical certification for the leave from the treating provider. If Matrix Absence Management is unsuccessful in collecting the required information, it is the employee's responsibility to provide Matrix Absence Management with the requested information within the time allowed. Failure or delay in providing proper notification and appropriate medical certification to Matrix Absence Management may result in denial of the leave. All requests for leave must be filed with Matrix Absence Management.
4. The employee must provide sufficient information for Matrix Absence Management to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job function; the family member is unable to perform daily activities; the need for hospitalization or continuing treatment by a health care provider; or circumstances supporting the need for military family leave. Employees must inform Matrix Absence Management if the requested leave is for a reason for which FMLA leave was previously taken or certified.
5. Employees may also be required to provide a certification and periodic recertifications supporting the need for leave. Matrix Absence Management may require a second and third medical opinion at Centura's expense. Documentation confirming family relationship, adoption or foster care may also be required. If notification and appropriate certification are not provided in a timely manner, approval for leave may be denied. Continued absence after denial of leave may result in disciplinary action in accordance with Centura's attendance policy.

Requesting Leave Time – Centura & Matrix Absence Management's Responsibilities

1. Matrix Absence Management will inform employees requesting leave whether they are eligible under FMLA. If they are, the notice will specify any additional information required as well as the employee's rights and responsibilities. If they are not eligible, Matrix Absence Management will provide a reason for ineligibility.
2. No medical leave will be approved unless Matrix Absence Management has found that a serious health condition as defined under the FMLA or Non-FMLA exists; and with respect to the employee or the family member, and that requirements of the FMLA or Non-FMLA have been met. In addition, no medical leave will be approved unless Matrix Absence Management determines that the employee is eligible for the leave and approves the leave.
3. Once Matrix Absence Management has determined whether the leave meets the criteria of this policy and the FMLA and/or Non-FMLA, if applicable, Matrix Absence Management will inform the employee if their leave will be designated as FMLA-protected leave, the amount of leave counted against his/her entitlement, and the requirement of a fitness for duty exam upon return from this leave. If Matrix Absence Management determines that the leave is not FMLA protected, Matrix Absence Management will notify the employee of the same. Matrix Absence Management will inform the employee's direct supervisor and Human Resources of the decision.

F. Benefits and Paid vs. Unpaid Leaves

Employees must first use any accrued Paid Time Off (“PTO”) and if applicable, time in the Extended Illness Bank (“EIB”) during any family and medical leave until earned time off is exhausted. In the case of an employee’s own serious health condition, EIB shall be used and exhausted before PTO is used. If the employee is collecting worker’s compensation or disability payments, payment to the employee under those policies shall apply and EIB and/or PTO may supplement those payments as set forth in the leave policies. Using accrued leave time shall be guided by the applicable PTO and EIB benefit guidelines in effect at the time the leave is used. If all accrued leave is exhausted, the remainder of the leave is unpaid.

1. **FMLA**

- a. If a portion of the leave is paid, normal deductions for medical benefits will occur through payroll. If the leave is unpaid, the employee’s portion of the premiums will go into arrears and will be deducted through payroll upon the employee’s return to work.
- b. An employee maintains all benefits during the period of the FMLA leave subject to the terms of each respective benefit plan that are subject to change.

G. Return to Work

- 1. Employees must contact Matrix Absence Management at least five (5) days prior to the date they can return to work.
- 2. In order to return to work, the employee must report to Occupational Health and present a properly completed Medical Release form (provided by Matrix Absence Management). An employee cannot return to work unless the employee has been authorized to return to work by Occupational Health. Employees may be returned to work even with restrictions if they can still perform the essential functions of their job. If reasonable accommodation is needed or requested, Occupational Health and/or Human Resources will review the issue and, if applicable, commence the interactive process under the Americans with Disabilities Act Amendments Act (ADAAA) policy.
- 3. **FMLA Job Protection:** Upon expiration of the leave, an employee (with the exception of certain key employees) will then be returned to the same or equivalent position subject to the requirements of the FMLA. Failure to return to work the day after expiration of the approved leave may result in release from employment.

I. Unlawful Acts and Enforcement

- 1. FMLA makes it unlawful for an employer to:
 - a. Interfere with, restrain, or deny the exercise of any right provided under FMLA;

b. Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

2. An employee may file a complaint with the U.S. Department of Labor. FMLA does not affect any federal or state law prohibiting discrimination, or superseded any state or local law or collective bargaining agreement which provides greater family or medical leave rights.

Article 12- Education Assistance

A. SAH/SAN will reimburse employees for a portion of tuition, books, and fees for approved course work at accredited colleges, universities, trade or vocational schools if the course work is related to the employee's career and Manager approval and budgetary restrictions.

B. Guidelines

1. Eligibility

Full and part-time employees who have worked for SAH/SAN a minimum of six (6) months are eligible for education assistance unless otherwise agreed upon with an employee's manager. An employee who changes to other than full or part-time, goes on a personal leave of absence or is terminated prior to completion of a course is not eligible for tuition reimbursement. However, employees who are approved for education assistance and then are laid off as a result of a reduction in force, will be reimbursed, based on the status of their employment at the time their assistance is approved.

2. Acceptable Courses

Courses sponsored by an accredited college, university, trade or vocational school, may be covered. If pursuing a degree, the degree must be directly related to the employee's career with SAH/SAN. If not pursuing a degree, the course must be directly related to the employee's current position with SAH/SAN.

3. Application

Employees seeking education assistance should complete an Education Assistance Application and have it approved by their manager prior to the beginning of the course. The manager should maintain the approved application until completion of the course.

4. Reimbursement

Within ninety (90) calendar days following course completion, the employee should submit a transcript of grade report indicating successful completion of the course and appropriate receipts indicating payment of tuition and expenses to his or her manager. The manager will submit the appropriate paperwork for reimbursement and the employee will normally receive payment within thirty (30) days of submission.

5. Education Assistance Amounts

Maximum annual reimbursement based on a calendar year and subject to budgetary restrictions is as follows:

Full-time employee	\$3,000 per calendar year	
Part-time Employee	\$1,500 per calendar year	
Course reimbursement grade of C or higher		100%
Passing in a Pass/Fail course		100%
Grade below C		No reimbursement

6. Required Education

Employees required to attend a Department sponsored course provided by the employer will have the registration, tuition, books or related fees paid by SAH/SAN. Such Courses are not covered under this article. Failure to satisfactorily complete the course, to attend or follow established directions regarding travel and accommodations will result in reimbursement being denied.

Article 13 - Performance Appraisal Process

- A. Each Employee will receive an annual performance appraisal. Performance appraisals are intended for constructive personal feedback and for individual development. Performance appraisals will not be substituted for progressive discipline. Performance appraisals will be eligible for Steps 2 and 3 of the grievance procedure as stated in Article 4, however the grievance will not be eligible for Arbitration or Mediation. The performance appraisal shall be discussed with the employee and shall be signed by both the employee and the Employee's immediate manager or designated representative. The Employee may request a copy of the performance appraisal.
- B. In the interest of career development, the Employee may seek career counseling from their supervisor or other appropriate hospital personnel to determine the necessary job requirements, education, certifications, etc. needed for eligibility for any position within SAH/SAN.
- C. Unsatisfactory performance reviews
 - 1. Unsatisfactory performance appraisals shall be supported by written documentation.
 - 2. Complaints and reports of incompetence or dereliction of duty that are to be made part of the employee's personnel file shall be brought to the attention of the employee promptly and the employee shall be given an opportunity to respond.

Article 14-Personnel File

- A. All employee personnel records are maintained in the Human Resources Department. The personnel record includes the employee's application, wage changes, transfers and promotions, appraisals and other materials relating to employment with SAH/SAN.

- B. Employees must notify their supervisor of any changes in address, telephone number, marital status, educational accomplishments, dependents, person to be notified in an emergency, etc. The supervisor will send this information to the Human Resources Department so that all records can be kept up to date.
- C. Current employees may review their personnel file by making an appointment with the Human Resources Department. An employee's designee may, with permission of the employee and when employee has signed an appropriate record release, have access to the employee's personnel file only when relevant to a grievance. Upon written request, Human Resources will provide to the employee or their designee copies of records involved in the pursuit of grievance.
- D. Personnel records are regarded as confidential. To promote confidentiality, Department managers may only review the personnel records of their current employees as well as records of those employees applying for transfer to their Department. Employee personnel records may be released when served with legal notice or to satisfy state or federal investigatory requirements.
- E. Employees shall have access to their employee health files consistent with the provisions of this Article. An employee may receive a copy of their employee health file upon presentation of an appropriate record release and payment of fees similar to the fees charged by medical records for a copy of a medical file.
- F. Previous employees not involved in litigation with SAH/SAN are permitted access to the personnel file by appointment, in the presence of a staff member from Human Resources, and upon presentation of an appropriate record release. There will be a fee charged similar to those charged by medical records for a copy of a medical file if copies are requested.

Article 15 - Health And Safety

- A. The Employer shall make reasonable effort to observe all applicable health and safety laws and regulations and recommended standards from the Centers for Disease Control and will take all steps necessary to ensure employee health and safety.
 - 1. An employee who believes an unsafe or unhealthy condition exists shall notify his/her supervisor of the condition and the reason it is unsafe or unhealthy. All unsafe or unhealthy conditions shall be remedied by the Employer as soon as practicable.
 - 2. The Employer will provide all governmentally required tests and immunizations. The Employer will also follow the recommendations of St. Anthony's Infection Control Committee for tests and immunizations required as a result of documented exposure and contact with infectious diseases and hazards in the workplace.
- B. The Employer and the employees will participate in maintaining a safe working environment.
 - 1. The Employer will provide guards to accompany employees during all hazardous, unsafe and night duties in areas designated as unsafe. The Employer will annually review service areas to determine whether the areas are unsafe and will, in the course of this, consider any areas identified by employees.

Article 16 - Workers' Compensation

A. The Workers' Compensation program at SAH/SAN is a cooperative service with emphasis on injury prevention, medical case management, rehabilitation and returning employees to work.

B. Guidelines:

1. Reporting a Claim

- a. Every employee who sustains a work related injury/illness should notify his/her supervisor immediately.
- b. An employee is required by law to complete the Employee Incident Report within four (4) working days of the incident. Failure to do so may result in a forfeit of one day's compensation for each late reporting day.

Upon completion of the Employee Incident Report and signature of the supervisor, it should be submitted by the supervisor to the facility workers' compensation office within forty-eight (48) hours.

2. Medical Treatment

- a. Prior to medical treatment every injured employee should contact the Employee Health Department during regular business hours Monday through Friday. If an injury requires immediate medical attention, the employee should be treated in the nearest emergency room.
- b. The employer will designate primary care providers who will treat all work related injuries/illnesses. If seen in an emergency room, the employee will be referred to a designated primary care provider for follow-up. If an injured employee seeks medical care with an undesignated provider or facility he/she will be responsible for all incurred charges.
- c. Suspected exposures to communicable diseases should be immediately reported to the department supervisor. The employee must complete an Employee Incident Report and inform Employee Health by the next business day of the exposure. Exposure to other body fluids must be immediately reported to the department supervisor. Refer to Bloodborne Pathogen Blood and Body Fluid Exposure procedures for further instructions. Refer to the Infection Control Policy Employee Exposure.

3. Compensation

- a. Lost work time fewer than three (3) days or shifts not including the date of injury may be paid through accrued time off programs if available. Please contact workers' compensation regarding compensation for lost work time greater than three (3) days or shifts.
- b. Any approved workers' compensation injury lasting more than fourteen (14) calendar days will be paid as Workers' Compensation benefits from the date of disability. Any Paid Time Off used for the first three (3) days or shifts will be replaced. Only Workers' Compensation disability benefits will be paid during

lost work periods due to work related injury or illness. Paid Time Off and EIB hours can only be used to supplement Workers' Compensation, not in addition to it.

3. Leave of Absence

Absence from work due to a Workers' Compensation event will count against the employee's FMLA leave entitlement if the illness or injury is a "serious health condition" as defined by the FMLA.

4. Full Duty

An employee must receive clearance through a designated workers' compensation provider for full duty medical release before returning to work.

5. Temporary Alternative Duty

- a. An injured employee is responsible for notifying the workers' compensation coordinator and/or medical case manager immediately if his/her injury involves any time loss from work or work restrictions.
- b. Prior to reaching Maximum Medical Improvement ("MMI"), if eligible and if the restrictions permit, an employee may be offered temporary alternative duty if available, not to exceed ninety (90) days from the date of injury. "Temporary Alternative Duty" assignments may be available from the first date of injury.
- c. Temporary alternative duty assignments generally shall be outside the employee's department. In fulfilling the tasks of the temporary assignment, the employee will not displace any other employee and will not fill any complete regular position or job description. The employee will usually fulfill various discreet tasks involving limited and temporary work available from time to time in various departments. The tasks assigned will generally require the employee to work in different departments from week to week, day to day, or hour to hour.
- d. Any time off work must have written physician approval.
- e. Failure to accept a written offer of "Temporary Alternative Duty" may result in suspension of salary/benefits per Colorado law.
- f. Employees will continue to be subject to performance expectations, and principles and guidelines while participating in the "Temporary Alternative Duty" Program.

Article 17- On Call and Call-In Pay

A. Eligibility

1. With the following exceptions, all employees who are designated by management to be on call are required to be available to come into work if called.

a. Exclusions:

(1) SAH OR Technicians will receive a bonus call-in plan as set forth in Article 18, subparagraph D. when called in for eye surgery cases only. All other on-call and call-in pay for SAH OR Technicians will be paid as stated below in subparagraph C of this Article 17.

B. Definitions:

1. On-Call pay is \$5.00 per hour.

2. Call-in pay is time and a half (1-1/2) the employee's regular hourly rate.

C. Call-In Pay

1. When a non-exempt employee is called in to work, he/she is paid time and one half (1-1/2) for the hours worked and is guaranteed up to two (2) hours pay. (The employee is paid less than two (2) hours only if his/her regular shift begins within less than (2) hours of coming in. When the employee's regular shift begins, call-in pay stops.) The \$5.00 per hour on-call pay stops while the employee is receiving call-in pay. There must be a two (2) hour break between the time an employee clocks out and clocks in, in order to be paid as a separate callback.

2. Employees called in on a holiday receive holiday premium pay in addition to the usual call-in pay (i.e.: an additional half (1/2) of the base rate for each holiday hour, plus time and one-half (1-1/2) for call-in time), totaling two (2.0) times base rate.

3. Employees on-call must be available to be contacted by SAH/SAN via telephone or electronic paging devices and available to come into work.

D. OB Techs

OB Techs who are working a regularly scheduled shift but choose to be in-house on-call due to low patient volume will be paid minimum wage per hour for those hours he/she serves in an in-house on-call capacity. When the patient volume increases and the employee is needed to work and come off in-house on-call the employee will be paid at base rate plus differentials that may apply.

E. Low Acuity Day

When an employee who was scheduled to work has been instead placed on on-call status due to low patient volumes, the employee will receive On-Call pay. The employee can take PTO time if he/she wishes to make up the difference between his/her call-in pay and originally scheduled hours. If the employee is called back to work the employee will receive time and a half and any applicable differentials, however On-Call pay will cease.

Article 18 - Special Pay Practices

A. Unscheduled Bonus Pay:

1. The purpose of this bonus pay is to address critical need, and its effect on patients, staff, and SAH/SAN. The use of this pay practice will be re-evaluated at the end of this Agreement.
2. Employees are eligible for unscheduled bonus pay if they are full time, part time and PRN associates, provided they have worked a minimum of thirty-six (36) hours per week. This policy is not to be used to fulfill the completion of the hourly requirements of a normal workday or week.
3. Criteria
 - a. Eligible employees will only receive the bonus pay when an offer to work a critical shift is actively made by the unit manager or designee provided they have worked thirty-six (36) hours per week. Shift(s) designated as bonus shall be offered to eligible employees prior to hiring or using contract personnel for those shifts. This bonus pay shall be a last resort incentive pay prior to calling in contract personnel.
 - b. A shift is defined as four (4) hours or greater.
 - c. An unscheduled bonus shift must be pre-approved by the unit manager/director.
 - d. An employee will be informed that a shift is eligible for this bonus when it is offered to the employee.
 - e. An unscheduled bonus pay shift will only be paid when an employee has or will have worked at least thirty six (36) hours in the work week of the designated unscheduled bonus eligible shift.
 - f. To be eligible for the bonus pay, the employee shall have no unscheduled PTO days during the week. If the employee is confirmed for a critical shift and cancels without finding a replacement, it will be counted as unscheduled PTO. Replacement shifts are eligible for the bonus pay. Traded scheduled shifts are not eligible for the bonus pay. For the purposes of the policy, Jury Duty, Funeral Leave, low acuity/census time, and scheduled PTO days will not affect the bonus pay.
 - g. Based on the employee's type pay plan, overtime and holiday premium pay will be applied as appropriate. Example: 12/40-overtime after 12 hours a day or 40 hours per week.
4. Positions Eligible. The parties agree that the following job titles shall be eligible to receive unscheduled bonus pay at the discretion of the Unit Manager:

JOB CODE	LIST A (\$12.50 per hour)	JOB CODE	LIST B (\$8.00 per hour)
9019SAH	RADIOLOGY TECH	9002SAH	PATIENT CARE ASSOCIATE
9005SAH	LPN II		
9025SAH	OR TECH II	9007SAH	CRITICAL CARE TECH
9031SAH	RESPIRATORY THERAPIST-CERT	9009SAH	EKG TECHNICIAN II
9023SAH	RESPIRATORY THERAPIST-REG	9010SAH	EKG TECHNICIAN
9006SAH	LPN		
9024SAH	OR TECH	9011SAH	EQUIPMENT TECH
9017SAH	ORTHOPEDIC TECH II (SAN only)		
9015SAH	OB TECH	9016SAH	ORTHOPEDIC TECH (SAN only)
		9027SAH	TELE TECH/UNIT SEC'Y
		9013SAH	STERILE PROCESSING TECH III

F. PRN Differential:

1. The parties agree that the PRN Differential policy is one that the management of SAH/SAN specifically retains the right to institute on an as-needed basis, and that the use of this pay practice will be re-evaluated periodically. The parties further agree that the sole period of time that this pay policy is in place shall be for the term of this agreement. The SAH/SAN and Union agree that each Unit Manager or Director for SAH and SAN will be responsible for the work agreement schedule based upon the unit(s) business needs. Normally a PRN schedule would consist of four (4) shifts per month (6 shifts per 6 weeks, includes weekends), 2 weekend shifts per month (3 weekend shifts per 6 weeks), one winter holiday and one summer holiday, may be asked to float between SAH and SAN. Availability must be submitted to the scheduler in a two week advance notice. Exceptions may be made for special circumstances which are approved by the Unit Manager or Director.

a. Eligible Positions:

Critical Care Tech	Ortho Tech
EEG Technician	Ortho Tech II
EKG Tech	Patient Care Associate
EKG Tech II	Radiology Tech
LPN	Resp. Therapy Tech-Cert
LPN II	Resp. Therapy Tech-Reg.
Neuro Diagnostic Tech	Tele Tech/Nursing Unit Sec'y
OR Tech	OB Tech
OR Tech II	

G. OR Technicians at SAH—Eye surgeries only

When OR Technicians at SAH are called into work an eye surgery case, each will receive \$100 and will no longer be eligible for the \$5.00 per on-call compensation as stated in Article 17. The rate of pay when called into work will be at time and one half (1.5) of base rate with a two (2) hour minimum and will stop when the employee's regular shift begins. When an employee agrees to come to work, they are expected to begin to work within thirty (30) minutes of agreeing to come in, unless management makes other arrangements with the employee. There must be a minimum of a 2 hour break between the time an employee clocks out and clocks in, in order to receive a separate call-in. This eye surgery OR Technician bonus plan will continue through June 30, 2012 unless canceled earlier by SAH/SAN by providing notice of cancellation to the Denver Federation of Nurses and Health Professionals.

- H. All bargaining unit employees shall be eligible for the Centura Associate Reward for Excellence (C.A.R.E.) Success Sharing Program.

Article 19- Separability

If any provision of this Agreement is found to be contrary to current or subsequent law, the provision shall no longer be operative or binding on the parties. The remaining provisions of the Agreement shall continue in full force and effect.

In such cases, the Employer and the Union shall commence collective bargaining negotiations within thirty (30) calendar days for the purpose of arriving at a mutually satisfactory replacement for such provision.

Article 20- Insurance/Retirement

All medical insurances, dental insurances, vision plan, life insurances, short-term disability, long-term disability, and pension plans for the term of this Agreement shall be the same group benefit package, at the same rates and with the same rights and obligations as other employees of the Hospital. The Hospital agrees that it will inform the union of any benefit changes prior to implementation. The Union agrees its representatives will not publicize these changes and will keep them confidential until they are finalized.

Article 21- Wages/Compensation

A. Pay for Performance

For the evaluation period of July 1, 2011 through June 30, 2012, all employees shall be paid in accordance with their final performance rating. An employee shall complete their self assessment by July 20, 2012. An employee's annual evaluation shall be administered by the employee's direct supervisor or a supervisor/administrator with demonstrable knowledge of the employee's job performance. The amounts paid will be paid no later than the 2nd pay period in October 2012, and will be as follows (NOTE: These amounts are valid only for the evaluation period of July 1, 2011 through June 30, 2012):

1. Exceed Expectations for the Goals ("What") and Exceeds Expectations for the Values ("How"): 5% base wage increase.
2. Exceeds Expectation for the Goals ("What") and Meets Expectations on the Values ("How"): 3.5% base wage increase.
3. Meets Expectations for the Goals ("What") and Exceeds Expectations on the Values ("How"): 3.5% base wage increase
4. Meets Expectations for the Goals ("What") and Meets Expectations on the Values ("How"): 2.75% base wage increase
5. Does Not Meet Expectations for the Goals ("What") and/or Does Not Meet Expectations on the Values ("How"): 0% base wage increase

B. Wage Openers

Base wage increases shall be determined based on a wage opener between SAH/SAN and the Union. The wage opener shall be held between June 1st and June 30th for 2013 and 2014.

C. Eligibility for Pay increases

All increases shall be determined by SAH/SAN, and shall be in accordance with the following conditions:

1. Employees hired on or before March 31st will be eligible for a base wage increase in the given year that the increase is given.
2. Employees who have received a final written corrective action or performance improvement plan within the last 6 months of the evaluation period (January 1st through June 30th) will not be eligible for a wage increase for the appropriate year.
3. Employees who have not completed all competencies and validations (i.e. Web Based Training) by the determined deadline will be ineligible for any base wage increase, unless extraordinary extenuating circumstances impede an employee's completion. The Hospital will make every attempt possible to allow employees to complete the previously mentioned competencies and validations during work hours. The employee or his/her supervisor must submit a written request for an exception to this requirement to the Director of Human Resources, who may approve the exception at his/her sole discretion.

B. Market Adjustment:

The parties agree that SAH/SAN may make market adjustments, which increase base hourly wages, in addition to the increases paid in A above. Market adjustments shall be determined by SAH/SAN at its sole discretion. SAH/SAN shall provide the Union with proposed market adjustments.

Article 22- Management Rights

- A. The management and operation of the enterprise and the direction of the work force are vested exclusively with the Employer. The Employer retains all of the power, rights, functions, responsibilities, and authority to operate its business and direct its employees except as limited by the expressed language of this Agreement.
- B. Prominent among the rights reserved to and retained by the Employer, but by no means wholly inclusive, are the sole right to hire; discipline or discharge; layoff, promote, demote and transfer; determine and change the starting and quitting time and number of hours worked; promulgate reasonable rules and regulations; assign duties to the work force; introduce new and improved methods, equipment or facilities; determine the size of the work force; establish standards for quantity and quality of work; determine the number and location of departments' services or operations; establish new jobs; develop job descriptions; evaluate and assign pay grades; contract for outside services, and in all respects carry out the ordinary and customary functions of management.
- C. All other rights of management are expressly reserved, even though they were not enumerated above, unless they are limited by the clear and explicit language of a provision of this Agreement.

Article 23 - Extended Illness Bank (EIB)

Extended Illness Bank (EIB) is designed to provide income for employees in the event of an employee's own serious illness or injury that prevents the employee from working.

All Full and Part Time employees budgeted at least 40 hours per pay period are participants in the EIB program. All eligible employees accrue up to 2.15 hours EIB on all paid hours and low census/low acuity hours up to 80 per pay period. EIB is prorated based on actual hours paid. An employee accrues EIB even while using existing PTO and EIB hours for holidays, vacations and sick time, respectively. An employee earns EIB until s/he reaches a maximum of 480 hours. Once the 480 hours limit is reached, an employee's EIB accrual will be suspended until his/her bank has less than 480 hours.

EIB may be accessed after an employee has missed scheduled hours equivalent to the lesser of 3 scheduled workdays or 24 scheduled work hours. EIB may be used for intermittent leaves, and an employee must notify his/her supervisor as soon as s/he realizes that an illness or injury will prevent him/her from working his/her scheduled shift. This notification is the starting point for missed scheduled hours before EIB can be used.

The 3 day/24 scheduled work hours waiting period is waived for associates missing work due to an approved Family and Medical Leave (FML) or Non-FML for their own serious health condition. EIB may be used for intermittent leaves. EIB may be accessed immediately for employees missing work due to workers' comp injury or illness and the 3 day waiting period is waived. The combination of workers' compensation payments, EIB and PTO may not exceed 100% of the employee's income prior to the workers' comp incident.

EIB is not transferable to other employees.

An employee will not be paid for any accrued EIB if the employee terminates employment or transfers to a non-EIB eligible status position within Centura Health. Formerly eligible employees who have not terminated employment and return to eligible status within one year of their move to an ineligible position shall have their EIB bank reinstated. After the one-year period of time, any EIB in the employee's bank shall be eliminated. Former employees, with at least one year of service who return to Centura Health within one year of their termination date, shall have their EIB bank reinstated.

Article 24- Low Acuity/Low Census

When a temporary reduction in staff is required, the manager or designee will reduce staff in accordance with the manager's determination of the department's staffing needs. Prior to canceling/sending staff home, the manager or designee will check to see if that staff can be floated to another appropriate area/department of the facility. The manager or designee will cancel/send home outside agency personnel working in bargaining unit positions in the same department/location before bargaining unit employees.

Mandatory Low Acuity/Low Census instances (due to unit census or department needs) or voluntary Low Acuity/Low Census instances (due to an employee's request) greater than or equal to four (4) hours will count as a Low Acuity/Low Census day and will be tracked by the staffing department.

Article 25 - No Strike/No Lockout

- A. Neither the Union nor any employee will engage in any strike, picketing, slowdown, sit-in, refusal to cross a picket line, sympathy strike, or any other form of withholding services whatsoever during the term of this Agreement. Additionally, the Employer will not engage in any lockout activities during the term of this Agreement.
 1. If such unauthorized activities occur, the Union will make reasonable efforts to persuade the employees to return to work. The Employer will not be obligated to meet with the Union until such activity as described above shall cease.

2. Any employee who engages in the conduct described above may be disciplined or discharged and would have recourse to the grievance procedure.
3. Even after the expiration of this Agreement, no activities described in paragraph A above may take place before ten (10) calendar days following the giving of written notice to the Employer and the Federal Mediation and Conciliation Service.

Article 26 - Shift Differential

A. Eligibility

1. All non-exempt employees including full-time, part-time, PRN and temporary are eligible.
2. Exclusions: Employees who work in departments that do not have twenty-four hour operation or work day shifts, e.g. 5:00 am to 1:30 pm; 7:00 am - 3:30 pm; 8:00 am - 4:30 pm; 9:00 am - 5:30 pm, etc., are not eligible for shift differential pay.

B. Shift Differential

Shift differential provides a method of compensation, in addition to the established base hourly rate of pay, for all eligible employees assigned to work evenings, nights, or weekends. Refer to policies on My Virtual Workplace.

1. Start times (See table below for rates)

7:00 am to 2:59 pm = Day shift

3:00 pm to 10:59 pm = Evening Shift; clock in after 3:00 pm or work past 7:30 pm

11:00 pm to 6:59 am = Night Shift; clock in between 11:00 pm and 7:00 am; shift must begin before 4:00 am.

Weekend differential

3:00 pm on Friday to 7:00 am on Monday (refer to policy on MVWP – must work 4 hours into the shift to be eligible; must clock in before 4:00 am on Monday)

2. Eligibility: The following positions are eligible for the stated shift differentials:

JOB CODE	DESCRIPTION	EVENING DIFF	NIGHT DIFF	WEEKEND DIFF
9013SAH	INSTRUMENT TECH	\$2.75	\$5.75	\$2.00
9011SAH	EQUIPMENT TECH	\$2.75	\$5.75	\$2.00
9002SAH	PATIENT CARE ASSOCIATE	\$2.75	\$5.75	\$2.00
9010SAH	EKG TECHNICIAN	\$2.75	\$5.75	\$2.00
9009SAH	EKG TECHNICIAN II	\$2.75	\$5.75	\$2.00
9016SAH	ORTHOPEDIC TECH	\$2.75	\$5.75	\$2.00
9027SAH	TELE TECH/UNIT SEC'Y	\$2.75	\$5.75	\$2.00
9001SAH	OPHTHALMOLOGY ASST	\$2.75	\$5.75	\$2.00
9007SAH	CRITICAL CARE TECH	\$2.75	\$5.75	\$2.00
9018SAH	PHARMACY TECH II	\$2.75	\$5.75	\$2.00
9028SAH	EMT FLIGHTS	\$2.75	\$5.75	\$2.00
9034SAH	PHARMACY TECH II	\$2.75	\$5.75	\$2.00
9006SAH	LPN	\$2.75	\$5.75	\$2.00
9015SAH	OB TECH	\$2.75	\$5.75	\$2.00
9017SAH	ORTHOPEDIC TECH II	\$2.75	\$5.75	\$2.00
9024SAH	OR TECH	\$2.75	\$5.75	\$2.00
9033SAH	PARAMEDIC FLIGHTS	\$2.75	\$5.75	\$2.00
9025SAH	OR TECH II	\$2.75	\$5.75	\$2.00
9005SAH	LPN II	\$2.75	\$5.75	\$2.00
9012SAH	HISTOLOGY TECH	\$2.75	\$5.75	\$2.00
9019SAH	RADIOLOGY TECH	\$2.75	\$5.75	\$2.00
9008SAH	EEG TECHNICIAN	\$2.75	\$5.75	\$2.00
9014SAH	NEURO DIAGNOSTIC TECH	\$2.75	\$5.75	\$2.00
9031SAH	RESP THERAPIST-CERT	\$2.75	\$5.75	\$2.00
90235SAH	RESP THERAPIST-REG	\$2.75	\$5.75	\$2.00
9036SAH	SLEEP LAB TECH	\$2.75	\$5.75	\$2.00
9037SAH	RESP THERAPIST FLIGHT-CERT	\$2.75	\$5.75	\$2.00
9039SAH	RESP THERAPIST FLIGHT - REG	\$2.75	\$5.75	\$2.00
9041SAH	TREADMILL TECH	\$2.75	\$5.75	\$2.00

Article 27 - Miscellaneous

A. Uniforms, Standards of Dress

1. An employee's appearance shall be dignified and professional.
2. The Employer shall establish and enforce dress requirements. All employees shall be provided with a copy of their department's dress standards at the date of employment, or sixty (60) calendar days in advance of a dress code modification.
3. If an employee is unsure about the appropriateness of a clothing item, that person should consult with their immediate supervisor before wearing the item. In addition to normal corrective action, employees may be subject to being sent home without pay when noncompliance with dress code standards occurs.

B. Miscellaneous Expenses

1. Employees who report for duty at one worksite and are then assigned to work or meet at another worksite will be reimbursed at the rate applicable and established at SAH/SAN Finance for the standard one-way travel distance between those two sites.
2. Employees required to work or meet at a site other than their base worksite will be reimbursed for reasonable parking expenses incurred.
3. Employees will be reimbursed for reasonable expenses incurred while traveling to and from educational conferences or meetings required and pre-approved by the employee's manager. To qualify for this reimbursement, the employee must have complied with the employer's operational policy on reimbursement for conference and meeting attendance.
4. Any employee who suffers an on-the-job injury and who is required to be seen in the Emergency Room or the assigned Workers' Compensation medical provider shall be treated at no charge.

C. Payroll Checks

1. Payroll checks will be issued bi-weekly on Friday.
2. Payroll checks are direct deposited to an employee's bank account. Direct deposit of the paycheck to the employee's designated bank or credit union account of the employee's choice will be provided

D. Employee Assistance Program

Any SAH/SAN policy or corporation policy regarding an Employee Assistance Program will be applicable to employees in the bargaining unit.

E. Retiring Employees

Each retiring employee with 15-24 years of service will receive a \$300 cash award. Employees with 25 or more years of service will receive \$500.

F. Non-Discrimination

1. It is the continuing policy of SAH/SAN and the Union that the provisions of this agreement shall be applied without discrimination in accordance with Federal, State and Local laws, including but not limited to on the basis of race, color, religion, sex, pregnancy, age, national origin, and disability. If the Union becomes aware of any allegations of discrimination, it will promptly notify human resources personnel and will encourage employees to cooperate in any investigation.
2. SAH/SAN and the Union agree that each will not discriminate against any employee because of Union membership status or activity or non-membership status or inactivity in the Union.

Article 28- Duration

- A. The terms and conditions of the Agreement shall be effective as of the first of the month following employee ratification and shall continue in full force and effective from July 1, 2012 to June 30, 2015. In the event the Hospital informs the Union of an increase of greater than twenty-five percent (25%) to the associate’s healthcare biweekly premium contribution, the Union may give written notice no less than sixty (60) calendar days prior to April 1, 2013, April 1, 2014 or April 1, 2015 if they wish to modify the healthcare benefits provided for in Article 23.

- B. Either party may give written notice no less than ninety (90) calendar days prior to the expiration date of the Agreement of its desire to modify or terminate the Agreement. In the event of such notice, the parties agree to meet to discuss the terms and conditions of a new Agreement, during this ninety (90) calendar day period.

- C. The chief negotiators agree to meet prior to the commencement of negotiations to agree upon the session schedule, agenda, and protocols.

DENVER FEDERATION OF NURSES
AND HEALTH PROFESSIONALS,
AFT, AFL-CIO

ST. ANTHONY HOSPITAL

By: _____
Print Name: _____
Title: _____

By: _____
Jeff Brickman
Chief Executive Officer
St. Anthony Hospital

By: _____
Carole Peet
Chief Executive Officer
St. Anthony North Hospital

By: _____
Sheryl Blythe
Human Resources Director
St. Anthony Hospital

By: _____
Robert Archibold
Human Resources Director
St. Anthony North Hospital