

**St. Luke's****Ratification Vote – Tentative Agreements****1. Section 5.2 Calculation of Vacation Benefits**

b) While every effort will be made to meet the desires of the employees, longer service employees being given preference as to choice, vacation schedules must conform to the requirements of the Hospital and vacations must be taken as scheduled. Scheduling of vacations shall be as follows: On January 15 of each year, employees may request vacation (to include personal days and holidays), by seniority. Each department will make available, either on paper or electronically, an annual calendar indicating the number of Employees allowed off in each department or area for given periods of time. Employees will sign-up for vacation using the department process which could be electronically or by writing their names on the calendar for each date they wish to have off. Employees may request as much vacation as the employee accrues in one calendar year as well as any carry-over vacation the Employee has at the time of the vacation request period. The vacation time must be available to be used at the time the vacation is taken. Employees are limited to a maximum of two "working weekends" off between Memorial Day and Labor Day. A working weekend is defined as a weekend the employee would regularly be scheduled to work. Vacation requests made during this time shall be granted by the Hospital in order of bargaining unit seniority provided that the maximum number of Employees off per department is not exceeded and provided that the Employee has not exceeded the permissible number of working weekends off. Employees not selecting vacation time off by February 15 will have forfeited their ability to select vacation by seniority. After February 15, the annual vacation calendar remains posted for additional vacation sign-up. Employees are permitted to sign up for additional vacation on a first come, first served basis up to the time the schedule is posted. **As far as practicable, vacation requests outside the request period will be approved or denied within two (2) weeks of the date requested.** Vacation requests still cannot exceed the permissible number of Employees off per department or area. Short notice vacation requests (requests made after the schedule is posted) will be granted upon supervisor approval. The Hospital, however, may change such vacation allowance dates in case of unforeseen emergency involving patient care, in which case the vacation may be rescheduled to a time that is mutually acceptable to the Hospital and the employee.

Employees who have bid for and been awarded a posting into another department after the vacation request window will be allowed to keep previously awarded vacation if possible. If not possible, the employee may be required to change their vacation to open and available dates in the new department.

Because the vacation scheduling in Nursing Service is open year-around and because Nursing Service's response to vacation requests is in compliance with the intent of this section, the timeliness provisions noted in the preceding paragraph shall not apply to those UFCW employees working in Nursing Service.

**2. Section 5.4 Miscellaneous Vacation Provisions****(c) Carry Over of Vacation:**

(1) Hospital will allow carry over of unused vacation hours for full-time employees beyond the anniversary date on the following basis:

**All full-time employees with ten (10) or more continuous years of service may carry over two hundred forty (240) hours of earned vacation beyond each anniversary of their hire date thereafter.**

All full-time employees with five (5) or more continuous years of service may carry over two hundred (200) hours of earned vacation beyond each anniversary of their hire date thereafter.

All full-time employees with two (2) or more years of continuous service may carry over one hundred sixty (160) hours of earned vacation beyond each anniversary of their hire date thereafter.

All full-time employees with less than two (2) years of continuous service may carry over eighty (80) hours of earned vacation beyond each anniversary of their hire date thereafter.

### **3. Section 7.2 Health Insurance Eligibility Including Dental & Life**

Eligible employees shall be defined as all employees covered by this agreement who have an FTE status of .6 or greater or .3 FTE and above who qualify as a result of the Affordable Care Act or other such regulation. Such coverage will be provided for eligible employees commencing the first day of the month after such otherwise eligible employee has completed **sixty (60)** calendar days of employment. The Employer shall report all newly eligible employees to the fund office along with a contribution no later than the 15th of the month preceding the effective date for benefit coverage. Employees who enter the bargaining unit to a benefit eligible position, who have been employed by the hospital in any capacity for sixty (60) days or longer, shall be included on the next report due with coverage beginning the first of the month following receipt of the contribution.

Should the employer report and make a contribution on behalf of individuals who later terminate their employment (before the end of the month in which the report is due) the employer may take a credit on their next report due for the amount contributed on behalf of those individuals. If no credit is requested on the next report the opportunity for the credit is lost.

### **4. Section 7.3 Health Contribution Rates**

Effective April 1, 2018, ~~on the dates shown below, the dollar amounts listed shall be the St. Luke's maximum monthly employer contributions are;~~

**Effective upon ratification Plan A and Plan B will remain in effect for the current year. St. Luke's monthly contribution for 2018 will remain:**

	<b>Plan A</b>	<b>Plan B</b>
<b>Single Coverage:</b>	<b>\$552.00</b>	<b>\$496.00</b>
<b>Family Coverage:</b>	<b>\$1,266.00</b>	<b>\$1,312.00</b>

**Effective January 1, 2019, only Plan A will be in effect. The monthly insurance premium will be determined by the Board of Trustees. The Employer will make the following monthly contribution towards the total monthly premium and the Employee will pay the difference.**

St. Luke's Contribution:

<b>St. Luke's Maximum Monthly Contribution:</b>			
	<b>1/1/2019</b>	<b>1/1/2020</b>	<b>1/1/2021</b>
Single Coverage:	\$580.00	\$621.00	\$657.00
Family Coverage:	\$1350.00	\$1450.00	\$1550.00

Employees may voluntarily elect to waive coverage with proof of health insurance coverage elsewhere.

#### 5. Section 7.5 Life Insurance

Hospital will agree to Union's initial proposal to increase life insurance effective as soon as administratively possible, but no later than January 1, 2019.

**New Rate:**      **.6 FTE and over \$40,000.00**  
                       **.3 FTE but less than .6 FTE \$25,000.00**

#### 6. Section 8.1 Paid Time Off (PTO)

Modify second paragraph:

Employees hired after April 28, 2015 who are .6 FTE or above are eligible to accrue PTO. Employees hired prior to April 28, 2015 are grandfathered into the existing vacation, sick and personal holiday plans.

#### 7. Section 12.3 Departments

Bargaining unit employees currently work the following departments:

- (a) Housekeeping, which department shall include: cleaning attendants and janitors and all other persons who have heretofore been a part of that department of the Hospital.
- (b) Laundry, which department shall include: all laundry employees, linen attendants and porters, and employees engaged in the linen service of the Hospital.
- (c) Nursing, which shall include Nursing Assistants in each separate nursing unit or designated area, for example 7W, 5W, ED (Emergency Department), Endoscopy (Endo), Cardiac Diagnostics, Cardiac Unit.
- (d) ~~Supply, Processing and Distribution~~ **Sterile Processing**, which department shall include ~~supply attendants~~ **Instrument Processing Specialists**.
- (e) Nutrition Services, which department shall include all persons who are primarily engaged in the preparation and service of food.
- (f) Anesthesia, Laboratory, Radiology, Pharmacy, Maintenance, Store Room, Physical Rehab, Hospice, Home Care, Surgery, and Respiratory Therapy, each of which shall constitute a separate department.

#### 8. Section 12.11 Layoff, Recall and Temporary Reduction

Clean up duplicate language in Section 12.11 and re-alpha sub-sections:

(a) **Permanent Layoff and Recall** In the event it becomes necessary to reduce the number of employees within a given job title, then the person with the least bargaining unit seniority within the job title in the affected department shall be first to be laid off. Any person so laid off shall have the following options:

(1) Bump back into any previously held bargaining unit position which she/he meets the minimum qualifications of and can perform the essential functions within 1 week of training, provided there are employees with less bargaining unit seniority who have the same or less FTE than the employee bumping.

(2) If the employee chooses not to bump into a bargaining unit position previously held or if the employee has not held a previous bargaining unit position, then the employee may bump any employee with less bargaining unit seniority and equal or less FTE provided that the employee meets the minimum qualifications of the position and that the employee is able to perform all essential functions of the position with 1 week of training.

Employees are allowed only 1 bump under this section unless there is a new qualifying event (a bumped employee gets subsequently bumped by a more senior employee).

(3) Elect an open bargaining unit position that has been posted provided that the Employee meets the minimum qualifications of the position and the posting period has expired and no qualified employee more senior than the affected employee has applied for the position.

(4) Accept layoff.

Recall shall be in reverse order of layoff. During such period as bargaining unit employees are on layoff or reduced hours status, the Hospital will not replace such employees with temporary, casual or fill-in employees without first offering available work to the laid off or reduced hours bargaining unit employees.

(b) Temporary/Low-Need Days: The imposition of these days is not necessarily a prerequisite to layoffs. The Department Director determines that the decreased need is temporary.

(1) The employees in a department or job title willing to volunteer for days off shall sign up indicating such willingness.

(2) In reducing staff, due to diminished number of needed available hours, the Hospital will first use volunteers in the department and job title affected. Those who volunteer, may, at their option take time off as paid days (personal holidays or vacation). An employee may volunteer to take the time off as unpaid time.

(3) If further reductions are necessary, the Director will assign low-need days **first to flex positions as defined in Section 14.2 (g). If further reductions are necessary they will occur** in reverse order of bargaining unit seniority in the affected department to the employees who are working that day.

(4) The Director ensures that employees assigned low-need days are given credit toward all benefits and seniority. A record of the low-need days taken shall be kept by the Hospital.

(5) Workers who have been assigned low-need days are given the opportunity to make up work hours lost if the work becomes available. The Director will refrain from expanded scheduling of casual, temporary or fill-in employees outside the bargaining unit without first offering available work to reduced bargaining unit employees in order of bargaining unit seniority. It is understood that the Hospital will deal with bargaining unit

and non-bargaining unit employees on the basis of equity, fairness, and parity on the imposition of low-need days.

(6) Employees shall have no more than six (6) low-need days each contract year whether voluntary or involuntary.

#### 9. **Modify Section 14.1 regarding overtime calculation**

~~(a)~~ Hours: Eight (8) hours in any one day and eighty (80) hours **worked** in any one pay period shall constitute the normal work day and the normal two-week work period, respectively. Any hours **worked** in excess of eight (8) per day or eighty (80) per pay period shall be considered overtime hours and compensated for at overtime pay (one and one-half times the regular rate of the job), **except as established in Section 14.2 (e) regarding Flexible Scheduling.** All PTO, vacation time, Holiday time (alternate day pay) ~~except~~ and sick leave, shall **not** be considered time worked for overtime purposes. **All worked hours and use of earned benefit hours will be counted towards** accrued benefits or benefit eligibility.

#### 10. **Section 14.2 Schedules**

~~(a) The Hospital will schedule the employees so that the Nursing Service Department employees and Supply Processing and Distribution Department employees will not be scheduled for more than eight (8) consecutive days of employment and in all other departments the Employees will not be scheduled for more than seven (7) consecutive days of employment, unless such employees shall be paid at overtime rates (one and one-half (1½) times the regular rate of the job) for all consecutive days worked in excess of the foregoing limitations. Days voluntarily picked up and or worked will not count as consecutive days scheduled for the purpose of this section. Unless an employee and manager mutually agree otherwise, the Hospital will provide in such schedule two (2) consecutive days of rest if the maximum number of consecutive days of work are scheduled, as above provided, or will pay overtime for consecutive days of work exceeding the above limitation.~~

Add:

**(H) Scheduling Exceptions. Exceptions to these principles of scheduling may be made by agreement between the Hospital and the individual concerned or in unusual situations where a variation is required to avoid depriving patients of needed care.**

#### 11. **Section 14.3 Wages**

Modify Section 14.3 Wages, 2nd paragraph

However, upon hire **employees may receive up to the 60 month (10,400 hr) wage step for experience credit in their initial wage determination based upon related experience as determined by the Hospital based upon information provided on the application for employment.**~~and for the job classifications of Nursing Assistant, Endoscopy Nursing Assistant, SPD Attendant, and Instrument Processing Specialist, such experience credit will be applied for placement on the current wage schedule on the basis of one (1) year equal to 2080 hours. In no circumstances shall these classifications receive an experience credit greater than four (4) years or 8,320 hours. New hires in other classifications will be given credit for prior related experience and paid at the appropriate rate of pay in the pay scale to a maximum of the 2-year (4160 hours) step.~~ The experience credit awarded is for

the purpose of wage calculation only and shall have no effect on the terms or conditions of Article 12 Section 12.4 (Probationary Employees).

Employees who move into a Nursing Assistant job classification are paid at least the minimum of the Nursing Assistant wage chart. However, if the employee's rate of pay would decrease moving to a Nursing Assistant, after considering any applicable Nursing Assistant experience credit, then their current non-Nursing Assistant pay will be frozen until after the employee has worked 2,080 hours as a Nursing Assistant. At that time the employee's pay will increase to the step in grade ~~V~~ IV that is closest to the employee's frozen rate of pay.

Year 1	3.0% to be effective first pay period after 4/1/2018
Year 2	2.75% to be effective first pay period after 4/1/2019
Year 3	2.5% to be effective first pay period after 4/1/2020

A one-time addition of \$.50 to the 20-year step of each wage grade effective the first pay period after 4/1/2018.

## **12. Section 14.4: Shift Differential**

Any employee (**excluding probationary employees**) under the provisions of this contract, and who shall thereafter be assigned to work a shift which starts at or after 1:30 P.M. and terminates at or before 7:30 A.M. **or at that end of the shift for employees working flexible schedules (14.2 (c))**, shall receive a premium pay of eighty-five cents (\$.85) per hour for all hours worked during such shift. Employees working shifts which start prior to 1:30 p.m. and terminate at or after 7:00 P.M. shall receive the same eighty-five cents (\$.85) per hour premium for all hours worked after 3:00 P.M. Employees working night shifts shall receive ninety-five cents (\$.95) per hour for all hours worked between 11:00 P.M. and 7:00 A.M. Shifts having a minimum of three (3) hours worked during the 11:00 P.M. and 7:00 A.M. time period shall be considered night shifts.

The same basic premium of eighty-five cents (\$.85) or ninety-five cents (\$.95) per hour or the appropriate portion thereof will continue to be paid for overtime worked by such employee beyond the scheduled termination of such premium shift. For shifts ending at 7:30 A.M., there shall be shift differential pay up to 7:30 A.M.

## **13. Section 14.5 Off Premises, On-Call**

**St. Luke's policy regarding On-Call provides guidance for all staff who are On-Call. Staff who are On-Call and called back to work have a response time of 30 minutes to report for work. Employees that are on-call but off of the premises, shall receive eighty-five percent (85%) of the state or federal minimum wage, whichever is greater. Employees shall receive a minimum of four (4) hours pay when called back to work. Hours paid toward the minimum call back that are not worked shall not be counted as time worked or for accrual calculations if the employee is allowed to leave before the minimum is reached. Hours spent on-call but not called in to work, unless such on-call time requires the employee to remain on-premise, are not included in benefits calculations or counted as time worked for overtime purposes.**

## **14. (NEW) Section 14.10 - Market Differential**

**If the Hospital determines that the market for a specific job title has increased significantly, or the Hospital experiences an inability to recruit or retain staff for a specific job title, the Hospital may implement a market differential as outlined below.**

- **The Market Differential will be given to current employees in the job title and new hires into the job title.**
- **The Market Differential will be a flat rate, as determined by management, paid on hours paid.**
- **The Market Differential will not be part of the base wage.**
- **Annual increases are calculated on the base wage only.**
- **The hospital may reduce or discontinue the Market Differential for new hires and for current employees after it has been in place for 6 months.**
- **Per the FLSA, the Market Differential shall be considered in the calculation of overtime pay.**

**15. Section 14.11 – High Census Bonus**

**Nursing Assistants shall receive an additional four (\$4) dollars per hour for working an extra shift (not simply a different shift) of four (4) hours or more when that additional shift was offered to the Nursing Assistant as a high census shift, as defined by the hospital, and that additional shift was offered and accepted four (4) hours or less before the start of the extra shift.**

**16. Sections 17.1 and 19.1**

Extend Interest Arbitration and dates.

**17. 401(k) Match Improvement**

Effective January 1, 2019, the match contribution made by the Hospital to the employee's 401(k) plan will increase to 25% of the first 4.5% of the employee's pre-tax contribution, up to the legal limit.

2018 - 2020 UFCW Wage Chart

Start Rate	12 MOS (2,080 Hrs)		24 MOS (4,160 Hrs)		36 MOS (6,240 Hrs)		48 MOS (8,320 Hrs)		60 MOS (10,400 Hrs)		120 MOS (20,800 Hrs)		180 MOS (31,200 Hrs)		20 YRS (41,600 Hrs)	
	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs	\$	Hrs
\$13.46	\$14.16	\$16.34	\$17.95	\$18.61	\$19.76	\$20.32	\$20.90	\$21.47	\$22.01	\$22.60	\$23.15	\$23.70	\$24.25	\$24.80	\$25.35	\$25.90
\$13.83	\$14.55	\$16.79	\$18.45	\$19.12	\$20.30	\$20.88	\$21.47	\$22.01	\$22.60	\$23.15	\$23.70	\$24.25	\$24.80	\$25.35	\$25.90	\$26.45
\$14.18	\$14.92	\$17.20	\$18.91	\$19.60	\$20.81	\$21.40	\$22.01	\$22.60	\$23.15	\$23.70	\$24.25	\$24.80	\$25.35	\$25.90	\$26.45	\$27.00

Effective on Pay Period After	1st PP 4/1/2018	4/1/2019	4/1/2020
IV			
Nursing Assistant			
Nursing Assistant-Endoscopy			

III			
Anesthesia Assistant	\$11.25	\$11.96	\$14.13
Instrument Processing Splist-Certified	\$11.56	\$12.29	\$14.52
Inventory Specialist	\$11.85	\$12.59	\$14.88
Maintenance Attendant			
Room Service Attend-Pt Food Server			
SPD Attendant			
Stores Attendant II			
Washer-Dryer Operator			

Effective on Pay Period After	1st PP 4/1/2018	4/1/2019	4/1/2020
III			
Anesthesia Assistant	\$16.39	\$17.56	\$18.08
Instrument Processing Splist-Certified	\$16.84	\$18.04	\$18.57
Inventory Specialist	\$17.26	\$18.50	\$19.04
Maintenance Attendant	\$15.74	\$16.39	\$17.56
Room Service Attend-Pt Food Server	\$14.13	\$15.74	\$16.39
SPD Attendant	\$14.52	\$16.17	\$16.84
Stores Attendant II	\$14.88	\$16.58	\$17.26
Washer-Dryer Operator	\$11.96	\$12.59	\$14.13

II			
Cook	\$10.94	\$11.56	\$13.77
Instrument Processing Splist	\$11.24	\$11.87	\$14.15
Special Function Attendant	\$11.52	\$12.17	\$14.50
Stores Attendant I			
Surgical Services Assistant			
Janitor			
Linen Porter			
Physical Rehab Services Attendant			

Effective on Pay Period After	1st PP 4/1/2018	4/1/2019	4/1/2020
II			
Cook	\$17.14	\$18.05	\$18.63
Instrument Processing Splist	\$16.04	\$17.61	\$18.17
Special Function Attendant	\$16.89	\$18.05	\$18.63
Stores Attendant I	\$15.34	\$16.15	\$16.89
Surgical Services Assistant	\$15.76	\$16.58	\$17.26
Janitor	\$13.77	\$14.50	\$16.15
Linen Porter	\$14.15	\$14.88	\$16.58
Physical Rehab Services Attendant	\$11.56	\$12.17	\$14.50



Radiology Assistant  
 Respiratory Care Attendant

I

	\$10.62	\$11.46	\$13.42	\$15.01	\$15.67	\$16.78	\$17.31	\$17.89	\$18.99
Cleaning Attendant	\$10.91	\$11.78	\$13.79	\$15.42	\$16.10	\$17.24	\$17.79	\$18.38	\$19.50
Food Service Attendant	\$11.18	\$12.07	\$14.13	\$15.81	\$16.50	\$17.67	\$18.24	\$18.84	\$19.97

1st PP 4/1/2018

4/1/2019

4/1/2020

Hospitality Services Float  
 Linen Attendant  
 Transportation Attendant