

# **EMPLOYMENT AGREEMENT**

By and Between

**BARTLETT REGIONAL HOSPITAL**

and

**INTERNATIONAL  
LONGSHORE AND WAREHOUSE UNION  
ALASKA LOCAL 200 - HEALTH CARE UNIT 2201**

This Agreement is made and entered into by and between Bartlett Regional Hospital, herein after referred to as the "Employer", and the International Longshore and Warehouse Union, hereinafter referred to as the "Union". The purpose of this Agreement is to set forth the understanding reached between the Parties with respect to wages, hours of work, and conditions of employment.

## **ARTICLE 1 - RECOGNITION**

1.01 Bargaining Representative. The Employer recognizes the Union as the sole and exclusive bargaining representative for its full time, part-time and casual employees employed by the Employer in its administrative services, nursing services, dietary services, environmental services, behavioral health services and professional services departments; excluding supervisory administrative/management positions, confidential positions and all other employees

## **ARTICLE 2 - UNION SECURITY**

2.01 Union Membership. It shall be a condition of employment that all full time and part-time employees, as defined herein, become and remain members in good standing with the Union, or pay an agency fee to the Union not to exceed the amounts required for initiation and monthly dues. It shall become effective by the thirty-first (31st) day following their first day of employment or the thirty-first (31st) day following the execution of this Agreement, whichever occurs later as a condition of continued employment.

2.011 Religious Objection. Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting a labor organization shall not be required to join or financially support the Union but, in the alternative, shall be required to pay a monthly amount equal to the monthly dues of the Union, to a charitable fund exempt from taxation under Section 501 (c) 3 of the Internal Revenue Code. These religious objections and decisions as to which fund will be used must be documented and declared in writing.

2.02 Failure to Comply. The dismissal of any employee for failure to comply with the provisions of Article 2 and/or Article 3.06 shall be on written notice from the Union to the Employer and the employee setting forth the reason for his or her delinquent status and allowing five (5) consecutive work days or seven (7) calendar days, whichever is shorter, from receipt of such notice to bring his or her membership status into good standing.

2.03 Hold Harmless. The Union agrees to hold the Employer harmless from any liability whatsoever which might ensue as a result of actions to enforce this Article.

### **ARTICLE 3 - CHECK-OFF OF UNION DUES AND INITIATION UNION LEAVE HOURS**

3.01 Payroll Deductions. Upon receipt by the Employer of a checkoff authorization form dated and executed by the employee, the Employer shall each pay period deduct from the employee's wages the amount of the Union membership dues or agency fee owed for that pay period pursuant to the provisions of Article 2. Monthly, the Employer shall forward a copy of signed check-off authorization forms to the Union.

3.011 Cancellation of Deductions. Payroll deduction authorizations for dues or agency fees may be canceled by the bargaining unit member upon thirty (30) days written notice to the Employer and the Union. The cancellation of pay deduction does not relieve that employee from the requirement of Article 2.01.

3.02 Transmittal. The total amount of such deductions shall be transmitted at least once each month by the Employer to the Local Union by check drawn to the order of the Local Union. In conjunction with transmitting deductions to the Union, the Employer agrees to provide a complete list of employees upon whose behalf deductions were made, the amount deducted by employee, the amount of straight time, premium time and overtime hours, and the gross monthly pay of each and every bargaining unit employee regardless of whether or not deductions were made for that employee.

3.03 Method of Deductions. In the event an employee does not have the total amount of any deduction, or more, dues on any payroll from which the deduction is to be made, the deduction shall be taken out of the next succeeding payroll in which the employee has the total amount, or more, due. Authorized deductions for government taxes, garnishments, and deductions required by law shall have priority over deductions covered by the Article.

3.04 Hold Harmless. Upon the issuance of such check and transmission of same to the Union, all responsibility on the part of the Employer shall cease with respect to any amount so deducted, providing the deduction was made in accordance with the Union dues requirement which the Union shall furnish to the Employer. The Union hereby undertakes to indemnify and hold harmless the Employer from any claim which may be made upon it for or on account of such deduction from the wages of any employee.

3.05 Bargaining Unit Roster. Monthly, the Employer will provide the Union with the names, addresses, status, rate of pay and classification of all employees within the bargaining unit. The Employer will provide the Union legible copies of the personnel action forms for members of the bargaining unit at time of processing of personnel changes, excising therefrom the employee's social security number, date of birth and any other privileged information. Monthly, the Employer will provide a list of new hires, terminations and employees entering the bargaining unit.

3.051 Posting of Wage Hour List. Once a month the Employer will post a copy of a list of bargaining unit members' hours used to determine advancement on the personal leave accrual steps and wage scale.

3.06 Union Leave Bank. There is hereby created a Union Leave Bank which shall be administered by the Employer with a monthly report of the balance and withdrawals provided to the Union. The Bank shall be established by an automatic transfer of 8 hours of Personal Leave from each new bargaining unit member who authorizes such deduction in writing. As a condition of good standing with the Union, such bargaining unit members shall donate 8 hours of Personal Leave when the bargaining unit member's balance is 8 hours or more and such leave shall be transferred to the Bank.

Any bargaining unit member at his/her option may transfer Personal Leave in increments of four (4) hours only to the Bank. Transfers may be made at any time during the duration of the Agreement with no maximum limit on the number of increments, provided such leave transfers shall not conflict with the leave usage requirement of Article 17.06. The bargaining unit member's leave balance will be reduced by the amount of leave transferred to the Bank.

A Union approved assessment may transfer Personal Leave in increments of whole hours to the Bank. Such assessment is limited to once per calendar year.

3.061 Personal Leave assessments from new bargaining unit members and donated Personal Leave will be converted to its dollar value at the rate of pay of the bargaining unit member from whom the leave was received. Those dollars shall be placed in the Union Leave Bank. When Union Leave is used in accordance with the other provisions of this section, dollars will be withdrawn from the Union Leave Bank equal to the hourly rate of the bargaining unit member utilizing the leave times the hours of leave taken.

3.062 Withdrawal requests from the Bank will be for purposes of compensation of bargaining unit members for absences due to contract negotiations and formulation, meetings, conventions, training sponsored by the Union, attendance at arbitration or other hearing as witnesses or representatives for the Union, and other like purposes as may be determined by the Union. Requests for withdrawals from the Bank shall be made only by the President or Treasurer of the Union or such other person as designated by the Union to the Payroll department on forms mutually agreed by the parties. The original leave slip shall be presented to the Union by the bargaining unit member and must accompany all requests for withdrawal from the Bank. All Personal Leave transferred to the Bank is final and not recoverable for re-credit to an individual's Personal Leave account.

3.063 The purposes listed in 3.062 may first be met through use of the Union Leave Bank. Should there be insufficient money available through the Union Leave Bank, the Employee may request Personal Leave or leave without pay for purposes listed in 3.062.

#### **ARTICLE 4 - MANAGEMENT RESPONSIBILITIES**

4.01 Management Obligations. The Union recognizes that the Employer has the obligation of serving the public with the highest quality of medical care, efficiently and economically, and/or meeting medical emergencies.

4.02 Management Rights. The Union further recognizes the right of the Employer to operate and manage the hospital and to direct the work force including but not limited to the right: to require standards of performance and to maintain order and efficiency; to direct employees and to determine job assignments and working schedules; to determine the materials and equipment to be used; to implement improved operational methods, equipment and procedures; to contract for facilities, equipment, supplies and services; to determine staffing requirements; to determine the kind and location of facilities; to determine that a state of emergency exists at the hospital and to declare such; to determine whether the whole or any part of the operation shall continue to operate; to select, recruit, examine, hire and train employees; to promote and transfer employees; to discipline, demote or discharge employees for just cause, provided however, the Employer reserves the right to discharge any employee deemed to be incompetent based upon reasonably rated established job criteria and exercised in good faith; to lay off employees for lack of work; to recall employees; to require reasonable overtime work of employees; and to promulgate rules, regulations and personnel policies; provided that such rights shall not be exercised so as to violate any of the specific provisions of this Agreement.

4.03 Extension of Management Rights. The parties recognize that the above statement of management responsibilities is for illustrative purposes only and should not be construed as restrictive or interpreted so as to exclude those prerogatives not mentioned which are inherent to the management function, nor to act in any way to derogate or limit the rights reserved to management under City/Borough of Juneau Ordinance 44.10.130. All matters not covered by the language of this Agreement shall be administered by the Hospital on a unilateral basis in accordance with such policies and procedures as it from time to time shall determine, subject to other terms of this agreement.

#### **ARTICLE 5 - COMPLIANCE WITH LAWS**

5.01 Nondiscrimination. The Employer and the Union agree that conditions of employment shall be consistent with applicable state and federal laws regarding nondiscrimination.

5.02 Background Checks. The Hospital will comply with all State and Federal regulations.

## ARTICLE 6 - HIRING AND SENIORITY

6.01 New Employee Orientation. The objectives of orientation shall be to familiarize all new employees within the bargaining unit with the objectives and philosophy of the hospital, to orient new employees to hospital policies and procedures, and to instruct new employees as to their functions and responsibilities as defined in job descriptions. Orientation will consist of a basic comprehensive program in which the employee will be oriented through a combination of instructional conferences, floor and/or shift work. The Union will be provided a specific time slot during New Employee Orientation to orient the new employees in bargaining unit positions on the Union and its internal organization. The Union shall provide the new employee with a copy of the collective bargaining agreement, the applicable wage schedule, the Union's Dues Deduction Authorization Form and a packet of information regarding the Union. The Union will provide copies of these documents to the Employer.

6.02 Evaluation Period. All newly hired full time and part-time employees shall be required to pass through an evaluation period of 1040 hours of work or six (6) calendar months from their first day of employment, whichever comes first. All newly hired casual employees shall be required to pass through an evaluation period of 1040 hours of work. Following a successful completion of the employee's evaluation period, the employee shall attain regular status.

6.021 Termination of Employee during Evaluation Period. During the evaluation period, an employee may be terminated without notice and without recourse to the grievance procedure. The employee during the evaluation period shall not be required to give fourteen (14) day notice to terminate.

6.022 Evaluation of the Employee during the Evaluation Period. Each employee during the evaluation period will receive periodic feedback from his or her supervisor regarding the employee's progress toward regular employee status.

6.023 Extension of Evaluation Period. In lieu of termination under 6.021, the Employer may, with prior agreement of the employee, extend the evaluation period for a period or periods of not more than six (6) months and the Union shall be given notice of the extension.

6.024 Transfer During Evaluation Period. No Employee may transfer to a different position, department or unit during his/her evaluation period unless indicated by business considerations or patient care needs.

6.03 Employee Status Definitions. The following employee status definitions shall apply:

6.031 Full time Employee. A full time employee is one who is regularly scheduled thirty-six (36) or more hours during a seven (7) day period, or seventy-two (72) or more hours in a fourteen (14) day period.

6.032 Part-Time Employee. A part-time employee is one who is regularly scheduled at least sixteen (16) hours but less than thirty-six (36) hours during a seven (7) day period or at least thirty-two (32) hours but less than seventy-two (72) hours during a fourteen (14) day period. (Part-time employees shall be designated by the percentage of full time they are scheduled to work).

6.0321 Secondary Position. If an employee in a part-time position applies and is selected for another part-time position within the Hospital, the employee will be paid at the appropriate rate of pay for each position according to their hours worked in each. Union representation and dues will apply only to bargaining unit positions.

6.033 Casual Employee. A casual employee is one who is scheduled to work on an intermittent basis, i.e. partial workdays, partial workweeks, weekends or full workweeks, as the need arises (typically less than sixteen (16) hours in a seven (7) day period or thirty-two (32) hours in a fourteen (14) day period). A casual employee has no commitment to fill any particular position(s). Likewise, the Hospital has no commitment to provide work for casual employees.

- a. Casual employees must accept work assignments from the Hospital at least once every three (3) months to maintain casual employee status.
- b. Class attendance or EE day attendance shall not qualify as a work assignment for the purposes of this article.
- c. Unless the Hospital and the Union otherwise mutually agree, casual employees will not be scheduled to work a full time schedule for more than four (4) consecutive months or more than 1040 hours annually.
- d. The Employer will notify the Union monthly of casual employees who have worked more than 1040 hours in a rolling year. In addition, the Employer will provide the Union quarterly of total casual hours worked in each department/unit.
- e. Casual employees do not receive or accrue fringe benefits.

6.034 Temporary Employee. A temporary employee is one who is employed for a limited time, not to exceed one hundred twenty (120) days without mutual agreement with the Union. Management shall notify the Union of the extensions in writing.

6.04 Seniority Accrual. Bargaining unit employees shall accumulate seniority based on paid hours of work in a bargaining unit position, beginning the first day from his or her last date of hire. Seniority will be terminated upon cessation of the employment relationship, if the employee resigns, is discharged for cause, is laid off for a period of time longer than twelve (12) consecutive months, or is transferred or promoted out of the bargaining unit for a period of more than one (1) year. Employees who are transferred or

promoted out of the bargaining unit shall retain but not accrue seniority for a period of one (1) year.

Longevity: Longevity shall be defined for the purposes of this employment contract as the accumulation of hours of service with the Employer.

6.041 Seniority/Temporary Employees. Seniority shall not apply to temporary employees unless the employee subsequently, during a period of continuous employment, becomes a casual, part-time, or full time employee, in which case the employee's seniority shall be retroactive to his or her first hour of continuous employment as a temporary employee.

6.042 Seniority Accrual/Evaluation Period. No employee shall accrue seniority until he or she has successfully completed the evaluation period, at which time the employee's seniority shall apply retroactive to the first hour of the evaluation period.

### **ARTICLE 7 - UNINTERRUPTED PATIENT CARE**

7.01 No Interruption of Patient Care. It is recognized that the Hospital is engaged in a public service requiring continuous operation and it is agreed that recognition of such obligation of continuous service is imposed upon both the employee and the Union. During the term of this Agreement, neither the Union nor its members, agents, representatives, employees, or persons acting in concert with them shall incite, encourage or participate in any strike, picketing, walkout, slow-down, or other work stoppage of any nature whatsoever. In the event of any strike, picketing, walkout, slowdown, or work stoppage or a threat thereof, the Union and its officers will do everything within their power to end or avert same. Any employee participating in any strike, picketing, walkout, slowdown, or work stoppage will be subject to immediate dismissal.

7.02 Emergency. In the event of an emergency, disaster or catastrophe, the terms of this Agreement shall be suspended to the extent necessary to meet as fully as possible under the circumstances the Hospital's obligation to serve the public.

### **ARTICLE 8 - GRIEVANCE PROCEDURE**

8.01 Definition. A grievance shall be defined as any controversy or dispute involving the application and/or interpretation of the terms and conditions of this Agreement arising between the Union, or bargaining unit employee/s and the Employer.

8.02 Grievance Adjustment Policy. It is the desire of the parties to this Agreement that grievances be adjusted informally whenever possible and at the first level of supervision. To that end, the parties will endeavor to have a full, frank discussion prior to the filing of a formal grievance in hope that the parties will understand each other's positions and resolve the issue informally. The parties agree that arbitration should be the course of last resort, and then only when the Union in its sole discretion deems arbitration is warranted under the facts and circumstances of the case.

8.03 Time Limit. Time limits set forth in the following steps may only be extended by mutual written consent of the parties hereto. A time limit which ends on a Saturday, Sunday or a holiday designated in paragraph 16.01 hereof shall be deemed to end at 4:30 p.m. on the next following business day. Failure of an employee or the Union to file a grievance on a timely basis or to advance a grievance in accordance with the time limits set forth in this article will constitute withdrawal of the grievance. Failure of the Employer to comply with the time limits set forth in this article shall result in the grievance being automatically elevated to the next step without any action necessary on the part of the employee.

8.04 Grievance Procedure. The Parties recognize that special circumstances may necessitate that a grievance be initially filed at an advanced step. However, unless the Parties mutually agree, a grievance shall be submitted in writing and processed in accordance with the following grievance procedure:

Step 1. Employee and Department Manager.

If any employee has a grievance, the employee (with the Union Delegate, if desired) shall first present the grievance in writing to the employee's Department Manager within twenty-one (21) calendar days from the date the employee and /or Union was or should have been aware that the grievance existed. Upon receipt thereof, the Department Manager shall attempt to immediately resolve the problem and shall respond in writing to the employee and the Union with the facts of the grievance along with the Employer's decision within fourteen (14) calendar days following receipt of the written grievance.

Step 2. Employee, Union Delegate, and Employer's Representative.

If the matter is not resolved satisfactorily at Step 1, the grievance shall be presented in writing to the Administrator within fourteen (14) calendar days of the Step 1 decision. The Administrator will designate a member of the Senior Leadership Team to act as the Employer's representative. A conference including the Union Delegate, the grievant, and the Employer's Step 2 representative shall be held within seven (7) calendar days of notification of the grievance's movement onto Step 2. By mutual agreement, the seven (7) calendar day period may be extended to accommodate the Parties. The Employer's Step 2 representative shall issue a written reply to the grievant and the Union within seven (7) calendar days following the grievance meeting.

Step 3. Administrator and Local Union Representative.

If the matter is not resolved at Step 2 to the grievant's satisfaction, the grievance shall be referred in writing to the Administrator (or Acting Administrator) within fourteen (14) calendar days of the Step 2 decision. The Administrator (or Acting Administrator) shall meet with the Union Representative and the grievant, if grievant desires to be present, within seven (7) calendar days for the purpose of resolving the grievance. The Administrator (or Acting Administrator) shall issue a written response within seven (7)



calendar days following the meeting.

#### Step 4. Arbitration.

- a. If the grievance is not settled on the basis of the foregoing procedures, and if the grievant and the Union have complied with the specific time limitations specified in Steps 1, 2 and 3 herein, the Union may submit the issue in writing to arbitration within fourteen (14) calendar days following the receipt of the written reply from the Administrator or Acting Administrator.
- b. If the Employer and the Union fail, after exercise of due diligence to agree on an arbitrator within fourteen (14) calendar days, a list of eleven (11) arbitrators shall be requested from the Federal Mediation and Conciliation Service. The parties shall thereupon alternate in striking a name from the panel until one name remains. The person whose name remains shall be the arbitrator. Any arbitrator accepting an assignment under this Article agrees to issue an award within thirty (30) calendar days of the close of the hearing or the receipt of post-hearing briefs, whichever is later, and the arbitrator shall have no jurisdiction to decide the issue after that thirty (30) day period. The arbitrator's decision shall be final and binding on all parties.
- c. The arbitrator shall have no authority to add to, subtract from, or otherwise change or modify the provisions of this Agreement, but shall be authorized only to interpret existing provisions of this Agreement as they may apply to the specific facts of the issue in dispute. The Arbitrator shall have no authority to award punitive damages.
- d. Each party shall bear one-half (½) of the fee of the arbitrator for an Award issued on a timely basis and any other expense jointly incurred incident to the arbitrator hearing. All other expenses, including but not limited to legal fees, deposition costs, witness fees, and any and every other cost related to the presentation of a party's case in this or any other forum, shall be borne by the party incurring them, and neither party shall be responsible for the expenses of witnesses called by the other party.
- e. For the purposes of the process outlined in this article, neither party shall be required to provide the other party with any data, documents or information in its possession or under its control except as may be directly relevant to a pending grievance. If necessary, the arbitrator shall resolve discovery rights of the parties as to grievances submitted to arbitration.

8.05 Union Grievance. The Union may initiate a grievance if the grievance is submitted in writing within twenty-one (21) calendar days from the date the Union was or should have been aware that the grievance existed.

### **ARTICLE 9 - HOURS OF WORK**

9.01 Work Day and Work Period. The traditional work day shall consist of eight (8) hours, and the traditional work period shall consist of eighty (80) hours within a fourteen

(14) day period. Innovative work schedules shall be defined as a work day other than eight (8) hours and shall have a work week based on forty (40) hours. Time shall be figured to the nearest one-quarter (1/4) hour.

9.02 Innovative Work Schedules. Innovative work schedules may be established in writing by the Employer with the consent of the employee involved. The Union shall receive written notice of innovative schedules on the employee's personnel action form. The exclusive use of innovative shifts may be established on a department wide or unit wide basis for patient care needs.

9.021 Change in Work Schedules. Where innovative work schedules are utilized, the Employer retains the right to return to an eight (8) hour day schedule or the work schedule which was in effect immediately prior to the existing work schedule. At least fourteen (14) days prior to the posting of the next work schedule is required, unless otherwise agreed.

9.03 Rest Periods. All employees shall be allowed two (2) paid rest periods of fifteen (15) minutes each during each shift of eight (8) hours or three (3) paid rest periods of fifteen (15) minutes during each shift of twelve (12) hours or more. If a continuous operation is required in the job concerned, the Employer shall endeavor to provide a substitute during the rest period.

9.04 Work Schedule. Four week work schedules, including on-call, shall be posted ten (10) days prior to the beginning of the scheduled work period. Full time and part-time employees shall be scheduled from one pay period to the next in accordance with their employment status, unless such status is altered pursuant to mutual agreement. The Employer will make a good faith effort to schedule full time and part-time employees before scheduling casual employees. Employee requests for schedule adjustments must be presented at least fourteen (14) days before posting of the work schedule.

9.041 Adjustment in Posted Schedules. It is understood and agreed, that deviations in the number or timing of an employee's scheduled hours may occur from time to time resulting from business considerations or patient care needs. In that event, the Employer retains the right to adjust work schedules to maintain an effective and orderly operation. Scheduled hours of work may be changed after posting only by mutual agreement. Premium pay will apply to full time and part-time employees for schedule adjustments, excluding on-call, made with less than seven (7) days notice.

9.042 Changes in Scheduled Shift. When a full time or part-time employee's scheduled shift is altered with less than seven (7) days notice, the following shall apply:

a. Work in Advance of Shift. When an employee is called to work in advance of the assigned shift and continues working during the scheduled shift, all hours worked prior to the scheduled shift shall be paid at one and one-half (1 ½) times the straight time rate of pay. An employee who reports to work in advance of the assigned shift will not be released from duty prior to the completion of that scheduled shift for the purpose of

avoiding overtime pay unless there is mutual consent.

b. Split Shift. An employee who is at work and is asked to go home and return to work later to cover a later shift shall be paid at their straight time rate of pay (or the appropriate rate of pay, including shift differentials) for a minimum of four (4) hours. All hours worked upon return for the later shift will be paid at one and one-half (1 ½) times the straight time rate of pay or overtime, whichever applies (plus appropriate differentials).

c. Delayed Shift. If an employee is requested to delay reporting to work, all hours worked outside of the scheduled shift shall be paid at one and one-half (1 ½) times the straight time rate of pay or overtime, whichever applies (plus appropriate differentials).

9.043 Work on Day Off. All full time and part-time employees called in on their scheduled day off shall be paid at the rate of one and one half (1 ½) times the straight time rate of pay for the hours worked for a minimum of three (3) hours until such time as overtime rules apply. Shift trading between employees shall not apply.

9.05 Overtime. Overtime shall be compensated for at the rate of one and one-half (1 ½) times the regular rate of pay for all time worked beyond the scheduled day (eight (8) hour minimum), eighty (80) hour work period for traditional shifts, or forty (40) hour work week for innovative schedules. For purposes of computing overtime, the employee's regular hourly rate of pay shall include all differentials, premium pay, and on-call pay received during the work period. Time paid for but not worked (e.g. personal leave, educational leave, professional leave, bereavement leave), shall not count as hours worked for the purposes of computing overtime pay except that holiday hours paid as personal leave, but not worked, which fall on an employee's regularly scheduled work day shall count as hours worked toward overtime eligibility. There shall be no pyramiding or duplication of overtime pay and/or other premium compensation.

Examples to clarify the term "pyramiding".

#1. An employee scheduled to work 0800-1630, worked 0600-1630:

Correct Pay:	8 hours REGULAR pay
	2 hours OVERTIME pay
Incorrect Pay:	2 hour PREMIUM pay (for 0600-0800)
	6 hour REGULAR pay (0800-1430)
	2 hour OVERTIME pay (> hours after 1430-1630)

#2. An employee worked 0600-1430 (called in advance of scheduled shift start at 0800)

Correct Pay:	2 hour PREMIUM pay (for 0600-0800)
	6 hour REGULAR pay (for 0800-1430)

The above examples assume that employee is not on a holiday, that "Rest between Shifts" premium pay does not apply (as per Article 9.10), and that the employee is working an "8/80" work schedule.

#3. Examples regarding premium pay for Scheduled Third weekend:  
Employee is scheduled every other weekend, e.g. weekend #'s 1 and 3 in a month. If employee is called in to work on the unscheduled #2 weekend they should receive premium pay for weekend #2 and regular pay for weekend #3. Pyramiding would be receiving premium pay for both #2 and #3 weekends.

9.051 Overtime Approval. All overtime must be approved by supervision. The Employer and the Union agree that overtime should be minimized. If in the Employer's opinion reasonable overtime is necessary, volunteers will be sought first and if there are insufficient volunteers, reasonable overtime may be assigned equitably starting with the least senior employee.

9.06 Report Pay. Employees who report for work as scheduled (unless otherwise notified in advance) and are released for any reason other than discipline shall receive a minimum of four (4) hours' work or four (4) hours' pay at the appropriate rate. An employee shall not be eligible for report pay if the Employer is unable to notify the employee of a change in the work schedule. Notification in advance shall mean reasonable attempts by the Employer to contact the employee in a timely manner by telephone, including unanswered calls, messages left with third parties or through an employee's answering service or machine.

9.07 Callback Pay. Callback pay shall be at a rate of one and one-half (1 ½) times the straight time rate of pay for a minimum of three (3) hours as follows:

- a. Any employee not receiving on-call pay who is called back to work after completion of the employee's work day; or
- b. Employees called in from on-call status except employees who are placed in on-call status for low census.
- c. Full time employees scheduled to work hours outside their scheduled work day when the department/work area is closed. This does not apply to continuous work beyond employee's shift due to workload, nor to meetings or education.

9.08 Meal Periods. All employees working an eight (8) hour or longer shift shall receive one (1) unpaid meal period of one-half (½) hour at approximately the midpoint of the shift. Employees required to remain on duty for a total of sixteen (16) hours shall be granted one (1) additional unpaid meal period of one-half (½) hour. Employees required to remain on duty during their meal period shall be compensated for such time at the appropriate rate of pay.

9.09 Weekends. The weekend shall be defined for day and evening shift personnel as Saturday and/or Sunday. For night shift personnel, the weekend shall be defined as Friday night and/or Saturday night. The Employer will make a good faith effort to schedule all full time or part-time employees to two (2) weekends off out of every four (4) weekends. In the event a full time or part-time employee is scheduled to work more

than two (2) out of every four (4) weekends, the employee shall be paid at the rate of one and one-half (1 ½ ) times the straight time rate of pay for all time worked on the weekend until scheduled a weekend off (no pyramiding). In the event a full time or part-time employee is required to work on an unscheduled weekend, all time worked on that unscheduled weekend shall be paid for at the rate of one and one-half (1 ½ ) times the straight time rate of pay. This section shall not apply to full time employees or to part-time employees who sign an agreement for more frequent weekend duty nor to casual or temporary employees, nor shall it apply to on-call hours.

Example of *Scheduled* Weekends (no waiver signed):

PP = Premium Pay Weekend

\*\*Reset count from PP

Starting Point:		
1 <sup>st</sup> Schedule	2 <sup>nd</sup> Schedule	3 <sup>rd</sup> Schedule
Scheduled Weekend #1	Off Weekend #5 **	Scheduled Weekend #9 (PP)
Scheduled Weekend #2	Scheduled Weekend #6	Scheduled Weekend #10 (PP)
Off Weekend #3	Scheduled Weekend #7	Scheduled Weekend #11 (PP)
Scheduled Weekend #4 (PP)	Off Weekend #8	Off Weekend #12

9.10 Rest Between Shifts. The Employer will make a good faith effort to provide each employee with at least ten (10) hours off duty between shifts. In the event an employee is required to work with less than ten (10) hours off duty between shifts, all time worked on a shift beginning within this ten (10) hour period shall be at one and one-half (1 ½ ) times the straight time rate of pay. This Section shall not apply to employees receiving Callback Pay as defined in Article 9.07(b).

Addendum to Article 9.10: Examples

- 1) Day One: 10 hour/day employee is scheduled 0700-1730 but continues work until 2315.  
 Day Two: If employee is scheduled 0700-1730, there is less than 10 hours rest between shifts so all hours worked on this shift will be paid premium pay.
- 2) Day One: Employee scheduled 0700-1930 but works until 2130.  
 Day Two: If employee scheduled to work 0700-1930, will be paid 12 hours premium pay.

9.11 Travel Time Exclusion. Travel time to and from the hospital shall not be considered time worked for purposes of this contract.

## **ARTICLE 10 - COMPENSATORY TIME OFF**

10.01 Compensatory Time Off In Lieu of Overtime. An employee who performs overtime work may elect to receive subsequent compensatory time off at the rate of one and one-half (1 ½) hours for each hour of overtime worked, providing:

- a. Use of compensatory time occurs after the day in which the overtime was worked; and
- b. The employee had previously notified the Employer in writing of his or her election to participate in this compensatory time off program.

10.02 Election to Receive Compensatory Time Off. The notification by the employee to the Employer stating the employee's election to participate in this program shall be made on a form provided by the Employer and must be received by the Employer by the end of the first full pay period after the employee's date of hire, and annually thereafter by the end of the last full pay period immediately prior to the start of the Employer's fiscal year. This election is not available to employees hired after June 30, 2002. Employees who had elected to receive compensatory time off in lieu of overtime prior to June 30, 2002 will be eligible to continue to participate in this program throughout their employment at Bartlett provided they do not rescind this election at any time or change to Casual status.

10.03 Compensatory Time Bank. Each participating employee may carry forward from one pay period to the next a permanent compensatory time bank in a maximum amount of twenty-four (24) hours of compensatory time off.

10.04 Use of Compensatory Time. Following advance approval by the Employer, an employee may use any and all compensatory time accrued in that pay period or contained in the employee's bank. At the end of each pay period, any unused compensatory time in excess of the employee's maximum compensatory time bank shall be paid to the employee at the employee's regular hourly rate. An employee may, not more often than quarterly during each fiscal year, request in writing to cash-out all compensatory time in their time bank.

10.05 Payment at Termination. Upon termination of employment or participation all compensatory time contained in the employee's bank shall be paid to the employee at his or her regular rate.

10.06 Use With Personal Leave. Compensatory time off may be used in substitution for or to extend any approved personal leave with prior approval of the supervisor.

## **ARTICLE 11 - RATES OF PAY**

11.01 Wage Rates. Employees covered by this Agreement shall be paid in accordance

with the hourly wage schedule attached hereto as Appendix A.

11.011 Effective Date. Wage increases and longevity increments shall become effective at the beginning of the first full payroll period on or after a change of status or achievement of a longevity increase. Upon forty-five (45) days notice the Employer may revise the length or commencement date of the payroll period for business considerations provided that no effective date shall be dated thereby.

11.012 Straight time Rate of Pay Definition. When used in this Agreement the term "straight time rate of pay" shall mean the hourly wage for each employee as set forth in the appropriate column of the wage rate attached hereto as Appendix A relating to the job classification then held by the individual employee or as established for the individual employee under paragraph 11.02 (Discretionary Pay) below.

11.013 Casual Employee Differential. In lieu of fringe benefits, casual employees shall be paid a two dollar (\$2.00) per hour differential in addition to the applicable hourly wage set forth in the attached schedule.

11.02 Discretionary Payments. The wages set forth in the attached Wage Rates are minimums and the Employer may, at its sole discretion, pay employees above the minimum rates provided the Employer notifies the employees in writing, with a copy to the Union, of the rate applicable to employee and any conditions which may be attached. Any such discretionary payments may likewise be terminated by the Employer at its sole discretion after similar notification.

11.03 Weekend Differential. Weekend hours shall, in addition to the straight time, premium or overtime rate of pay, receive a weekend differential in each job classification designated as such in Appendix A:

W1 - \$2.00/hr

W2 - \$4.00/hr

The W-2 classification applies only to non-exempt hospital job classifications with official position descriptions that require the Employee to possess:

(A) A specific State of Alaska or federal (professional or technical) certification or license or;

(B) A specific post-secondary or post-graduate certification or degree.

The remainder of non-exempt Hospital positions will be paid weekend differential "W-1" for hours worked on the weekend.

11.031 Employee Weekend Differential Waiver. Employees who have the flexibility to set their own work hours without impacting the Employer's operation may, with supervisory approval, waive their right to applicable weekend differential. Waiver of this differential should be in writing and will be available to the Union. An employee may rescind this waiver with written notice at least fourteen (14) days prior to the posting of the next work schedule.

11.04 Recognition for Previous Experience. Employees shall be given recognition for

previous experience, satisfactory to the Employer in its sole discretion, at a rate of up to 2080 hours for each year of experience related to the employee's position at the Hospital. The amount of hours recognized under this paragraph shall be solely for purposes of placing the employee on the wage scale and shall not be accredited for any other purpose under this Agreement. Employees hired on or after January 1, 2007 will be given recognition for previous experience retroactive to the ratification date of this agreement.

11.05 New Positions. In the event new classifications within the bargaining unit are created during the term of the Agreement, the Employer will establish the appropriate rate of pay which shall be inserted in Step 4 of the wage rates then effective and become payable with the beginning of the next full payroll period. The Employer will notify the Union of any new or revised job classifications and provide corresponding position descriptions within 30 days of their creation or revision. Any dispute the employee may have with the rate of pay established by the Employer may be referred by the employee to the grievance procedure of this Agreement.

11.051 Revised Classification. The Employer may, in like manner, revise the rate of pay for any classification, provided that no rate of pay shall be reduced below the rate set forth in this Agreement.

11.052 Posted Positions. In the event there is more than one applicant for a posted position and the employees' skill, competency, ability and experience are equal, then seniority shall prevail.

11.06 Automobile Allowance. When an employee is required to use his or her personal automobile on Hospital business, the employee shall be reimbursed for such usage at the maximum mileage rate allowable as a deductible expense by the Internal Revenue Service.

11.07 Shift Differential. Employees assigned to work a designated evening shift or a designated night shift shall be paid the applicable shift differential from the following schedule over the employees' regular hourly rate of pay. Employees shall be paid shift differential for the hours falling within the defined shift if four (4) or more hours are worked within the defined evening and night hours below. Once payment of shift differential has commenced, the employee will be paid the applicable shift differential until the conclusion of the shift.

Evenings	\$2.00	Nights	\$3.75
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Shift hours, for the purpose of payment of shift differential only, are:

Evenings	1400 - 2200
Nights	2200 - 0600

Addendum to Article 11



Examples:

1. Scheduled 1600-2400: Work 1600-0800 – receive 6 hours evening shift differential, 10 hours night shift differential plus 8 hours overtime
2. Scheduled Night 2400-0800:
  - (a) stay until 12 noon -- receive 12 hour night shift differential plus 4 hours overtime
  - (b) stay until 4 PM -- receive 14 hours night shift differential, 2 hours evening shift differential plus 8 hours overtime.
3. Scheduled Day 0800-1600 & stay until 2000 -- receive 6 hours evening shift differential plus 4 hours overtime.
4. Scheduled Eve 1600-2400 & stay until 0400 –receive 6 hours evening shift differential and 6 hours night shift differential plus 4 hours overtime.
5. Scheduled 1300-2330 & stay until 0630 – receive 1 hour no differential, 8 hours evening shift differential and 8 hours night shift differential plus 7 hours overtime.
6. Scheduled 1900-0130 – receive 3 hours evening shift differential, 3 hours night shift differential
7. Scheduled 0700-1930 & stay until 2330 -- receive 8 hours evening shift differential, 1.5 hours night shift differential and 4 hours overtime.
8. Scheduled 0700-1930 – receive 5.5 hours evening shift differential.
9. Scheduled 1900-0730 – receive 3 hours evening shift differential and 9 hours night shift differential.
10. Scheduled 1900-0730 & stay until 1130 – receive 3 hours evening shift differential, 13 hours night shift differential and 4 hours overtime.

11.071 Employee Shift Differential Waiver. Employees who have the flexibility to set their own work hours without impacting the Employer's operation may, with supervisory approval, waive their right to applicable shift differential. Waiver of this differential should be in writing and will be available to the Union. An employee may rescind this waiver with written notice at least fourteen (14) days prior to the posting of the next work schedule.

11.08 Change In Classifications. The following provisions shall apply only to transfers from one distinct job classification to another (i.e. from CNA to LPN or from Diet Aide to PAS Clerk). Transfers/promotions/demotions to a position within a job classification ladder shall not alter the Employee's accrued longevity for the purpose of placement on the wage scale (i.e. CN III to CN II, Admin Clerk I to Admin Clerk II or Pharmacy Tech II to Pharmacy Tech III).

a. Promotion. An Employee experiencing a change in classification to a higher grade shall be placed at step one on the wage scale for the new position or at the step that provides the Employee an increase in wage. If the Employee had advanced more than half way to his/her next longevity increase in the former position, the Employee will be placed at step one of the wage scale for the new position or at one step above the step that provides the Employee an increase in wage. Once placed, the Employee's review hours shall be established at the base hours for that step on the wage scale and he/she shall

begin to accrue review hours from that point.

b. Demotion or Transfer to a Lower Grade. An Employee experiencing a change in classification to a lower grade shall be placed on the wage scale for the new position at the step that provides the least decrease in wage. Once placed, the Employee's review hours shall be established at the base hours for that step on the wage scale and he/she shall begin to accrue review hours from that point.

11.09 Day, Month and Year. For purposes of the Agreement and the method of computing wages, longevity increments, seniority, benefits, and conditions of employment provided herein, a "day" shall be defined as eight (8) hours of work, a "month" shall be defined as 173.3 hours of work, and a "year" shall be defined as 2080 hours of work. All hours for which pay is received except on-call hours shall count as hours worked.

11.10 On-Call Status. Employees placed in on-call status off hospital premises shall be compensated at the rate of \$4.00 per hour. Employees placed in on-call status on a holiday shall be compensated at one and one half (1 ½) times the hourly on-call rate. On-call hours shall not be counted as hours worked for purposes of computing overtime, longevity increments, or fringe benefits. An employee's failure to respond to reasonable efforts by the Employer to contact him/her as described in section 9.06 shall be a subject of discipline.

11.11 Temporary Assignment. Temporary assignment to a higher paid position shall be compensated \$2.00 per hour above the employee's straight time rate of pay provided, however, there shall be no entitlement to temporary assignment pay when the person in higher paid position is on a scheduled day off work.

11.12 Approved Education Expenses. When the Employer requires the employee to participate in an educational program (which shall exclude programs for maintaining licensure and specialty certification), the Employer will pay approved expenses that are directly related to the program.

11.13 Certification Pay. In recognition of excellence in their respective specialties, annually, on the first pay period in February, the Hospital shall, according to the following schedule, pay a bonus to any employee who has worked 312 or more hours within the previous calendar year (excluding temporary employees), and who currently holds certification based on the following minimum criteria as determined by the panel described below:

- Examination by the certifying body of a nationally recognized job related specialty organization
- Certification expenses are borne by individual
- Certification is not required by current job description
- Certification as a result of basic education for the job does not qualify
- Changes in certification pay eligibility will be affected by Federal & State law

- and regulatory agencies
- The certification must be periodically renewed

A five member panel including two Union employees will be appointed to determine whether the certification meets the above criteria. Each year new certifications and those which have changed status will be considered by the panel. In order to receive this bonus, the employee shall provide to the Hospital a copy of certification prior to January 1st. This annual certification shall be paid to the employee for the respective length of certification.

First Certification	\$400.00
Second Certification	\$350.00
Third Certification	\$250.00

11.14 Premium Pay. Premium pay is any rate of pay other than overtime paid at a rate of one and one-half (1 ½) times the straight time rate of pay. If the total hours worked in the work day or period result in an overtime condition, the premium hours shall be considered and paid as overtime. All differentials, on-call pay and temporary assignment pay are excluded in computing premium pay.

11.15 Preceptor Pay. The Preceptor program is coordinated through Staff Development department. The program is outlined in the Employer’s Precepting Policy. Preceptor pay, as defined in the policy, is \$2.00 per hour above the employee’s straight time rate of pay.

**ARTICLE 12 - EMPLOYEE EVALUATIONS**

12.01 Evaluation System. The Employer shall maintain a fair and equitable employee evaluation system.

**ARTICLE 13 - FLOATING/SHIFT ROTATION**

13.01 Floating. An employee’s daily work assignment may be altered on a shift by shift basis by the Employer in order to meet patient care needs. Employees will be expected to perform all basic functions according to their licensure authority and/or their job description. In the event floating becomes necessary, it shall be subject to the following:

- a. No employee shall be required to float to an area in which he or she does not have the necessary skills, timely orientation, or ability to perform the duties assigned.
- b. Employees required to float within the hospital shall receive timely orientation appropriate to the assignment. Orientation will be dependent upon the employee’s previous experience and familiarity with the task to which such employee is assigned.

c. Floating duties shall be assigned as equitably as possible while taking into account patient care needs and the skill and competency of employees. Refusal to float may result in immediate discipline up to and including suspension or discharge.

13.02 Shift Rotation. The Employer may rotate shift assignments as it deems necessary in light of patient care, efficiency and business considerations. In the event of shift rotation, the following shall apply:

- a. Employees may request regular assignment to the night or evening shift.
- b. Provided the employee's skill, competency, ability and experience are considered equal by the Employer, the Employer will endeavor to assign night and evening positions to the least senior employee. A newly graduated RN will complete a preceptor period prior to being independently assigned to the evening or night shift.
- c. No employee shall be required to accept regular assignment to an evening or night shift for more than one (1) year after completion of initial hospital orientation. Thereafter, the position shall be filled by another assignment, if available, or covered by rotation and the employee rotated to other shifts.

13.021 Equitable Rotation. Where shift rotation is deemed necessary, such rotation will normally include only those employees with less than 15 years employment with the Employer, unless exclusion of more senior employees may have deleterious effects on the unit or department as a whole in the judgment of the Employer. The Employer will endeavor to assign rotation equitably starting with the least senior employee, subject to the needs of the Hospital and the skill, competency, ability, and experience of the employee.

a. Where shift rotation is deemed necessary due to short-term variations in availability of staffing, employees with 15 or more years employment with the Employer may have first request for the off-shift of their choice providing there is adequate staffing for the other shifts on the affected unit and this practice does not have deleterious effects on the unit as a whole in the judgment of the Employer.

13.022 Limit on Rotation. Except in an emergency an employee will not be required to rotate from an evening shift to a night shift or vice versa.

13.023 Time Limit on Rotation. The period of rotation shall be established by the Employer in light of the efficient operation of the affected unit, provided that no period shall exceed one (1) continuous month.

## **ARTICLE 14 - JURY/WITNESS DUTY**

14.01 Compensation. All employees who are required to serve on jury duty or who are called to be a witness in any judicial proceeding on behalf of the Employer, or as a

consequence of employment at Bartlett Regional Hospital shall be compensated by the Employer. Paid jury duty hours are not considered hours worked for the purpose of overtime calculation.

14.011 Jury Duty Leave. Employees serving on jury duty on regularly scheduled work days shall surrender their jury duty pay to the Employer and will be paid their straight time rate of pay for the time the employee's presence is required by the court, or the length of the shift, whichever is less. Scheduled hours in excess of time in court may be taken as personal leave or leave without pay. Evening shift employees may be excused from work on the day of jury duty. Night shift employees may be excused from work either on the night preceding or the night immediately following jury duty.

14.012 Employer Witness Duty. Employees called to be a witness on behalf of the Employer shall be paid in accordance with terms of the contract for all hours spent in preparation for and in such legal proceedings. Scheduled hours in excess of time in court shall be paid by the Employer as administrative leave at the straight time rate of pay. Evening shift employees may be excused from work on the day of witness duty. Night shift employees may be excused from work either on the night preceding or the night immediately following witness duty.

14.013 Non Employer Witness. Employees subpoenaed for proceedings not related to employment at the Hospital will be given release time. Such release time will be taken as personal leave or leave without pay. Employees shall use all reasonable efforts to avoid time away from the Hospital.

14.02 Reporting For Work. An employee excused from jury/witness duty during regularly scheduled hours shall report to work forthwith. Employees shall not be required, because of such jury/witness duty, to work beyond their scheduled work day.

## **ARTICLE 15 - CONSCIENTIOUS OBJECTION**

15.01 Notification and Utilization. Except in emergencies, no employee shall be required to perform or assist in the performance of any treatment or procedures that violate the employee's previously stated religious or ethical beliefs. An employee, upon being offered or assigned a specific job position in which participation in such treatment or procedures may occur, shall notify the Employer in writing of any limitations his or her religious or ethical beliefs may place upon his or her ability to perform the duties associated with the job position. The Employer shall review the limitations as stated by the employee and may, if the Employer deems it necessary for business and patient care considerations, assign the position to another employee. The utilization of this Article by an employee shall in no way affect the employee's performance rating or, except as necessary to accommodate the employee's previously stated beliefs, promotional opportunities.

## **ARTICLE 16- HOLIDAYS**

16.01 Recognized Holidays. The following calendar days shall be recognized as holidays:

New Year's Day	1st of January
Martin Luther King Day	3rd Monday in January
President's Day	3rd Monday in February
Seward's Day	Last Monday in March
Memorial Day	Last Monday in May
Independence Day	4th of July
Labor Day	1st Monday in September
Alaska Day	18th of October
Veteran's Day	11th of November
Thanksgiving Day	4th Thursday in November
Christmas Day	25th of December

16.011 Hours of Recognition. The hours recognized for observance of the above designated holidays shall be on the calendar day, except for the following:

a. For employees scheduled to work 8 hour shifts, the observance of Christmas Day shall begin with commencement of the designated evening shift on December 24th and continue through the end of the designated day shift on December 25th and for New Year's Day the observance shall begin with commencement of the designated evening shift on December 31st and continue through the end of the designated day shift on January 1st. However, if an employee is scheduled to work an 8 hour day shift on December 24th and an 8 hour evening shift on December 25th, they shall receive holiday pay for work on Christmas Day, December 25th.

b. For all employees scheduled to work 12 hour shifts, the observance of all holidays shall commence at the beginning of the designated night shift on the day prior to the holiday and continue until the end of the designated day shift on the holiday.

c. For all employees scheduled to work other innovative shifts, the observance of the Christmas and New Year's holidays shall commence at a designated time on December 24th and December 31st and shall continue for a 24 hour period ending on December 25th and January 1st respectively.

16.02 Posting of Dates. The dates and times at which holidays will be observed will be conspicuously posted by the Employer prior to each January.

16.03 Compensation. All employees who work on the above holidays shall be paid at the rate of one and one-half (1 ½) times the employee's straight time rate of pay for all hours worked on the holiday. All overtime hours worked on a holiday shall be paid at twice the employee's straight time rate of pay.

16.04 Rotation of Holiday Work. Holiday work shall be rotated by the Employer to the extent possible. However, when required to be on duty, employees will work either Christmas Day or Thanksgiving. With approval of the appropriate department manager

an employee required to work on Christmas or Thanksgiving may take both holidays off by arranging for another employee who is presently qualified to work both holidays if necessary.

16.05 Longevity Holiday Exemption. Upon the employee's written request, an employee with 15 or more years employment with the employer, will be exempt from having to work holidays unless the exemption results in insufficient staffing for a department or this practice has a deleterious effect on the department as a whole in the judgment of the Employer. Approved personal leave would have staffing precedence. In cases of conflicting requests, Article 16.04 Rotation of Holiday Work, supersedes.

### **ARTICLE 17- PERSONAL LEAVE**

17.01 Personal Leave. Full time and part-time employees shall accrue Personal Leave for purposes of vacation, holiday, and sick leave. Employees in casual and temporary status do not accrue Personal Leave.

17.02 Rate of Accrual. The rate of accrual shall be based upon the total number of hours for work the employee received compensation for (excluding on-call hours) in accordance with the following formula:

<u>Step</u>	<u>Length of Employment</u>	<u>Accrual Rate</u>
1	0 to 2079.99 hours	Multiply total hours times .1000
2	2080 to 4159.99 hours	Multiply total hours times .1385
3	4160 to 10,399.99 hours	Multiply total hours times .1500
4	10,400 to 20,799.99 hours	Multiply total hours times .1615
5	20,800 hours and up	Multiply total hours times .1846

17.03 Pay Rate. Personal leave pay shall be paid at the employee's straight time rate of pay at the time the leave is taken. All accrual rate changes shall be effective the first day of the pay period following completion of the employee's service requirement.

17.04 Scheduling. Except for medical reasons, employees shall present written requests for personal leave as far in advance as possible but not less than two (2) weeks before the work schedule is posted. Employees will be notified in writing within one (1) week after the request is submitted whether the personal leave is approved. The Employer shall not unreasonably deny a request for personal leave taking into account the needs of the Hospital.

17.041 Conflicting Requests. In the case of conflicting requests by employees for personal leave or limitations imposed by the Employer on personal leave requests, all

personal leave requests will be considered on the basis of the date the request was submitted, previous personal leave and the employee's departmental seniority provided the skill, competency and ability of the employees affected are not significant factors as determined by the Employer. Personal leave requested during the Christmas or Thanksgiving holiday periods shall be assigned on a rotational basis pursuant to Section 16.04.

17.042 Advance Notification. Employees requesting personal leave at least ninety (90) days in advance will be notified in writing as soon as practical, but no later than 60 days in advance of the requested personal leave whether this request is approved. Approved personal leave requests shall not be affected by later request unless mutually agreeable. An employee may rescind a PL request up to 30 days prior to the date when the schedule covering such time off is to be posted. Thereafter, rescission of such requested time off may be accomplished only if the Employer consents.

17.05 Use for Illness or Injury. Any accrued and unused personal leave may be used by an employee who is ill or has been injured, or to care for a member of the employee's immediate family consisting of the employee's grandparents, parents, spouse, domestic partner, sibling, child, grandchild, father-in-law, or mother-in-law, and such others as may be agreed upon between the employee and the Hospital.

17.051 Notification of Illness or Injury. Whenever possible, employees shall notify the Employer at least two (2) hours in advance of the employee's scheduled shift if the employee is unable to report for duty as scheduled. The employee must notify the Employer each day of absence if the employee is unable to work unless prior arrangements have been made with the supervisor. Failure to comply with the above specified notification requirements may result in loss of paid personal leave for that day.

17.052 Proof of Illness or Injury. Prior to payment for medically related personal leave, reasonable proof of illness or injury may be required. Proven abuse of medically related personal leave may be grounds for discharge.

17.06 Usage Requirements. Personal leave accrued but not used shall accumulate from month to month until separation providing each full time employee uses at least 120 hours of personal leave each calendar year and each part-time employee uses at least the same number of hours per year as their part-time status bears to 120 hours (i.e., a .6 part-time employee shall use 72 hours). This provision will take effect on January 1 of the year immediately following the Employee's date of hire or change of status from casual to fulltime or part-time. If an employee does not take a total of 120 hours of personal leave (or the proportionate amount for part-time employees) in a calendar year, the difference shall be canceled without pay unless the employee's supervisor certifies in writing that there was no opportunity to take the mandatory leave, in which case it will remain in the employee's accumulating balance subject to the accrual limit in Section 17.08.

17.07 Conversion to Cash. Following completion of an employee's evaluation period, a



full time employee or a part-time employee may request a cash payment, in whole or part, for accrued hours of personal leave. However, the exercise of this option does not eliminate the mandatory use of personal leave as provided for in Section 17.06 above. In no case shall conversion to cash reduce the employee's leave balance to less than 40 hours. Requests for conversion must be received by the Payroll Department prior to the end of the pay period and will be paid on the following payday.

17.08 Limits of Accrual. Effective the last pay period of calendar year 2005, no employee shall be allowed to carry-over more than 875 hours of personal leave to the next calendar year. Effective the last pay period of calendar year 2006, no employee shall be allowed to carry-over more than 750 hours of personal leave to the next calendar year. Accrued, yet unused personal leave in excess of the aforementioned limits shall be paid out to the Employee at his/her present base rate of pay on the first pay period in January of each year. This provision does not eliminate the mandatory use of personal leave as provided for in section 17.06 of this agreement.

17.09 Use of Personal Leave for Holidays. All employees are required to use a day of personal leave or compensatory time for each designated holiday unless required to work on the holiday or it is a scheduled day off for the employee. Personal leave accrual rates were established in consideration of this requirement. An employee using paid leave on a holiday who is called into work shall not be required to use paid leave for any hours actually worked.

17.091 Employee Holiday Pay Waiver. Employees not normally scheduled to work holidays may waive their right to holiday pay and, with prior supervisory approval, work the holiday at their straight time rate of pay. A written waiver will be required for each holiday and will be available to the Union.

17.10 Payment Upon Termination. Following completion of an employee's evaluation period, an employee shall be paid upon termination of employment for all personal leave accrued but not used; provided, however, this provision shall not apply to those employees who terminate their employment without giving the required fourteen (14) days prior written notice or to those employees who are discharged for gross misconduct or serious employment infractions.

17.11 Days and Hours. For the purpose of this Article days and hours shall be interchangeable and each day shall consist of eight (8) hours.

## **ARTICLE 18 – OTHER PAID LEAVE**

18.01 Educational Leave. Employees shall be allowed up to twenty-four (24) hours of paid educational leave per year. Such leave shall be subject to budgetary considerations and scheduling requirements of the Employer. The use of educational leave is strictly limited to attendance (which includes time spent getting to and from the program) at schools or other entities offering bona fide educational programs approved by the Employer.

18.02 Professional Leave. Employees may be allowed up to twenty-four (24) hours of paid professional leave per year, provided, however, such leave shall be subject to budgetary considerations and scheduling requirements of the Employer. Professional leave shall be used only for events such as conferences, seminars, or trade shows sponsored by recognized professional organizations related to the employee's position and to which the employee belongs.

18.03 Bereavement Leave. When a death occurs in an employee's immediate family (defined as grandparent, parent, spouse, domestic partner, sibling, child, grandchild, son-in-law, daughter-in-law, mother-in-law or father-in-law, and such others as may be agreed upon between the employee and the Employer), he or she will be entitled to a leave of absence from scheduled work of up to 40 hours (pro-rated for part-time employees) with pay to participate in the memorial service and/or attend to the affairs of the deceased. If it is necessary for the employee to leave Juneau, the 40 hour period will be extended to ten (10) days; however, the amount of compensation available to the employee will remain 40 hours.

a. If an employee is on vacation and is utilizing personal leave, the employee may convert such vacation time (up to 40 hours, pro-rated for part-time employees) to bereavement leave provided the employee requests such conversion in writing to the Employer within five (5) calendar days upon return from vacation.

b. Pay for bereavement leave will be provided only in the event the employee was thus unable to perform work for which the employee had otherwise been scheduled with the exception of a) above.

18.04 Union Leave. The release of bargaining unit members for Union Leave shall be handled on the same basis as release from duty for Personal Leave. Such approval shall not be unreasonably withheld by the supervisor. In instances of contract negotiations and other highly critical matters of long duration, the Employer agrees that every reasonable effort will be made to release bargaining unit members from their duties; however, the parties recognize that a situation may develop such that a bargaining unit member may not be released.

## **ARTICLE 19 - LEAVES OF ABSENCE**

19.01 In General. All leaves of absence are to be requested from the Employer in writing as far in advance as possible stating the reason for the leave and the amount of time requested. The Employer shall, as soon as possible after receipt of the leave of absence request (but in no event longer than thirty (30) days following receipt), provide the employee with a written reply either granting or denying the leave. The Employer, taking into account staffing, financial and patient care considerations shall not unreasonably deny an employee's leave of absence request.

19.011 Compensation/Accrual While On Leave. Unless otherwise specified in writing at

the time the leave is granted all leaves of absence shall be unpaid. All unpaid leaves of absence shall be provided without loss of seniority or accrued benefits. Accrued, yet unused personal leave shall be paid out to the employee when the leave of absence begins.

19.02 Personal Leave of Absence. Following completion of the employee's evaluation period, a personal leave of absence without pay may be granted for a period of up to one (1) year for educational, sabbatical, medical or personal reasons.

19.03 Union Leave of Absence. Following completion of an employee's evaluation period, a personal leave of absence without pay may be granted for a period of two (2) years to an employee who has been elected or appointed to a Union position. The Employer shall not unreasonably deny the request.

19.04 Unpaid Union Leave for Negotiations. Union members of the contract negotiation team may be allowed to take unpaid union leave for contract negotiation meetings only.

19.05 Military Leave. Leave required in order for an employee to maintain status in a military reserve of the United States shall be granted without pay, without loss of benefits accrued to the date such leave commences, and shall not be considered part of the employee's earned personal leave time.

19.06 Return From Leave. An employee who returns from an approved leave of absence in a timely fashion in accordance with a Leave of Absence Agreement shall be provided his or her previous position if it is open. In the event the previous position is not open, the employee will be offered the next available position compatible with the employee's job description for which the employee is qualified, in the opinion of the Employer. If another position compatible with the employee's job description for which the employee is qualified is not available, the employee will be placed on layoff status. Failure of an employee to accept a position as described above when offered shall relieve the Employer of any further obligation hereunder and shall constitute voluntary termination on the part of the employee.

## **ARTICLE 20 – FAMILY MEDICAL LEAVE/ALASKA FAMILY LEAVE**

20.01 The Employer agrees to adhere to the provisions of the Family Medical Leave Act (FMLA) of 1993 and the Alaska Family Leave Act (AFLA) for all eligible employees in the bargaining unit.

a. An employee reserves the right to use forty (40) hours of unpaid time off during FML/AFL. Once paid time off is initiated, it must be used concurrently until resolution of serious condition or personal leave is exhausted.

## **ARTICLE 21 - HEALTH EXAMINATIONS**

21.01 Requirements. At the time of employment, all employees will, as a condition of

continued employment, complete a physical screening form and submit to a tuberculin, rubeola, hepatitis B and varicella screening. Annually thereafter, all employees, as a condition of continued employment, will submit to a tuberculin screening. From time to time, the Employer or the State of Alaska may require other related tests.

## **ARTICLE 22 - CONFIDENTIAL INFORMATION**

22.01 Confidential Information. Any indiscriminate or unauthorized review, use or disclosure of information, medical, personal, contractual or otherwise, regarding the Hospital, any patient or employee is expressly prohibited. Except when required in the regular course of business, the discussion, use, transmission or narration, in any form, of any such information which is obtained in the regular course of business is prohibited. Violation of this paragraph shall be grounds for immediate discipline including immediate termination.

## **ARTICLE 23 - UNION ACCESS/BULLETIN BOARD**

23.01 Access. Duly authorized representatives of the Union may have access at reasonable times to those areas of the Hospital's premises which are open to the general public for the purpose of investigating grievances and contract compliance. Union representatives shall not have access to employee lounge used primarily by non-bargaining unit employees, nursing units, or other patient care areas unless advance approval has been obtained from the Administrator. Access to the Hospital's premises shall be subject to the same general rules applicable to other non-employees and shall not interfere with or disturb employees in the performance of their work during working hours and shall not interfere with patient care or the normal operation of the hospital.

- a. Subject to the provisions of Article 18.04, an authorized Union representative may be granted Union Leave for up to one shift per week to conduct Union business.
- b. Such leave time taken shall be compensated from the Union Leave Bank.

23.02 Authorized Representative. The Union shall notify the Employer of the name of its Representatives who are authorized to speak on behalf of the Union. The Representatives shall not be recognized by the Employer until the Union has given the Employer written notice of the selection. Unless otherwise agreed to by the Employer where circumstances warrant, the investigation of grievances and other Union business shall be conducted only during non-working times, and shall not interfere with the work of other employees.

23.03 Bulletin Board/ Electronic Notification.

- a. The Employer shall furnish four bulletin boards in the main hospital building plus one bulletin board per building where bargaining unit employees work outside of the main building on the main Hospital campus, to be placed in mutually agreed prominent places for use of the local unit. All other boards shall be for the exclusive use of the Employer. Material posted may include meeting notices, Union newsletters and communications, training and

education, information and general matters all related to professional matter, patient care and health care. All material posted on the bulletin board must, prior to posting, be approved by the Employer and signed by a designated local unit representative.

- b. The Union may use the Employer's Meditech e-mail system to communicate with bargaining unit members. Usage of the system may be curtailed should it adversely impact the Employer's ability to conduct its day to day business. The Union acknowledges and agrees to abide by the Employer's "Network Computing Policy".

## **ARTICLE 24 - DISCIPLINE/EMPLOYEE RESPONSIBILITIES**

24.01 Right of Discipline. It is recognized that the Employer has the right to discipline an employee for just cause; provided however, that the employee and/or the Union shall have the right to appeal any such action in accordance with provisions of the grievance procedure contained herein.

24.02 Reasonable Rules. The employees shall observe the Employer's reasonable rules. The Union will be given a copy of the Employer rules. Employees who violate safety rules and other reasonable written rules established by the Employer may be subject to disciplinary action including immediate discharge.

24.03 Access to Representative. An employee may upon request have a Union representative present at any meeting with the Employer when the employee reasonably believes such meeting may result in disciplinary action.

24.04 Method of Discipline. The Employer shall not discipline any employee without just cause. Any employee discharged, suspended, or demoted for disciplinary reasons will be furnished in writing the reasons for such action and, in the event of discharge, shall be paid in full within forty-eight (48) hours from the date of such discharge excluding weekends and holidays. In the event an employee is suspended without pay or discharged, the Employer will, within five (5) working days, forward to the local Union office a notice of such action by certified mail.

24.05 Personnel Records. Personal records will be maintained for each employee. Information contained in the personnel record will include but not be limited to: employment application and supporting materials, performance appraisals, records of payroll activity, licensure and training records, letters of commendation and recognition, and records of disciplinary action. By appointment, employees (who may be accompanied by a Union representative) may inspect their personnel records. A copy of all written disciplinary actions shall be given to the employee. Employees shall be required to sign the written disciplinary action form for the purpose of acknowledging receipt thereof. Employees will be given the opportunity to provide a written response to any written evaluations or disciplinary actions to be included in the personnel file. Documentation regarding conditions at date of hire (rate of pay, unit, shift, hours of

work) reason for termination, permanent change in status, pay or shift and leaves of absence shall be in writing with a copy given to the employee.

24.06 Use of Alcohol or Other Drugs. An employee reporting for duty under the influence of alcohol, drugs or intoxicants, or consuming alcohol, drugs, or other intoxicants while on duty, will be subject to disciplinary action which may include immediate termination. The parties acknowledge that the Hospital and employees may be required to comply with the Drug Free Workplace Act. If the Act applies, the parties agree to comply with its provisions. As the need arises, the parties agree to follow the Hospital's "Procedure for Dealing with an Impaired Employee." This Section shall not apply to the use of prescribed drugs providing such use does not adversely affect the employee's job performance.

24.07 Courtesy and Respect. The parties to this Agreement recognize the right of all hospital staff, patients, and public to be treated with courtesy and respect.

24.08 Employee Notification of Resignation. Employees shall be required to give at least fourteen (14) days written notice of resignation. Failure to give notice shall result in loss of accrued personal leave. The requirement for advance notification of resignation may be waived by the Employer for justifiable reasons beyond the employee's control.

24.09 Employee Notification Responsibility. Employees shall provide the Employer with a current telephone number at the employee's residence or an equivalent method of communication for notification by the Employer if necessary under this Agreement.

## **ARTICLE 25 - PATIENT TRANSPORTS**

25.01 Compensation. An employee who is selected to act as an escort for a patient who is being transported to another facility shall receive eight (8) hours of paid time per trip unless weather conditions render it impossible for the employee to return to Juneau in a timely fashion, in which case the employee shall receive an additional paid eight (8) hours until he or she is able to return to Juneau.

25.02 Actual Expenses. In accordance with the Employer's travel policy, the escort shall be reimbursed for actual expenses incurred.

## **ARTICLE 26 - HEALTH AND WELFARE**

26.01 Tiered Health Care Coverage. The Employer shall provide a tiered benefits program for the provision of health insurance. Employees may choose to opt out of this program, provided they submit annual documentation that verifies coverage under another insurance plan that is at least equal to the Employee Only Economy tier.

a. Effective the first pay day in January 2008, the Employer's maximum contribution rate shall be \$1055.00 per month per eligible employee. Eligible employees shall pay, by payroll deduction, the difference, if any, between the Employer's maximum contribution and the amount required to provide the coverage elected by the employee under the tiered benefits plan.

b. Effective the first pay day in January, 2009, the Employer's maximum contribution rate shall be equal to the prior year's contribution rate per eligible employee plus eighty percent (80%) of any increase up to fifteen percent over the prior year's monthly premium plus any increase in excess of fifteen percent over the prior year's monthly premium charged to the Employer.

c. Effective the first pay day in January, 2010, the Employer's maximum contribution rate shall be equal to the prior year's contribution rate per eligible employee plus eighty percent (80%) of any increase up to fifteen percent over the prior year's monthly premium plus any increase in excess of fifteen percent over the prior year's monthly premium charged to the Employer.

d. Eligible part-time employees shall be provided the option of participating in the Employee Only Economy tier of the group insurance plan at no cost to the employee.

#### 26.011 Benefit Levels.

a. The eligibility of the employee, their dependents and eligible domestic partners for coverage and the precise benefits to be provided shall be based on the tiered insurance benefit plan written and maintained by the City and Borough of Juneau.

b. The Employer shall provide written notice to employees of changes to the level of health insurance benefits at least sixty (60) days prior to the open enrollment period.

#### 26.012 Termination of Benefits.

A. When an employee leaves employment, health insurance coverage ends at 12:01 AM on the day following the last day of pay status.

B. Employees on an approved Leave of Absence are not eligible for Employer provided health insurance.

26.013 Health Committee. The Parties will participate in the CBJ Health Committee.

26.02 Other Insurance. The Employer will provide Workers Compensation Insurance and Unemployment Compensation Insurance in accordance with the laws of the State of Alaska.

## **ARTICLE 27 - PENSIONS**

27.01 Pension Program. The Employer shall continue to participate in the Public Employees Retirement System (PERS) or any other retirement system which the City and Borough of Juneau may subsequently participate in, on behalf of each and every eligible employee covered by this Agreement. Retirement benefits and eligibility requirements for participation shall be defined by that plan.

### **ARTICLE 28 - MISCELLANEOUS DEDUCTIONS**

28.01 Credit Union Participation. Upon written authorization of an employee, the Employer shall make monthly deductions from the employee's gross income in an amount designated by the employee and deposit such deductions into the employee's account or accounts at one or more of the credit unions affiliated with the hospital.

### **ARTICLE 29 - SAVINGS CLAUSE**

29.01 State and Federal Laws. This Agreement shall be subject to all present and future applicable federal and state laws executive orders of the President of the United States or the Governor of the State of Alaska and rules and regulations of governmental authority. Should any provision or provisions become unlawful by virtue of the above or by declaration of any court of competent jurisdiction, such action shall not invalidate the entire Agreement. Any provisions of this Agreement not declared invalid shall remain in full force and effect for the term of the Agreement. If any provision is held invalid, the Employer and Union shall enter into immediate negotiations for the purpose, and solely for the purpose, of arriving at a mutually satisfactory replacement for such provisions.

29.02 Amendments. Any change or amendments to this Agreement shall be in writing and duly executed by the parties hereto.

### **ARTICLE 30 - CONCLUSION OF BARGAINING**

30.01 Entire Agreement. This agreement is the entire Agreement between the Employer and the Union. The parties acknowledge that they have fully bargained on all subjects not removed by law and have settled them for the duration of this Agreement. This agreement terminates all prior agreements, written and oral understandings between the parties, for the duration of this Agreement. The Parties further agree that prior to enacting any change in the terms and conditions of employment, the Employer will notify the Union of the change; the Parties will negotiate the impact of the change.

### **ARTICLE 31- DURATION OF AGREEMENT**

31.01 Expiration Date. This Agreement shall become effective upon ratification and shall remain in full force and effect to and including the 31st day of December 2010 (the "expiration date") unless changed by mutual consent. Should the Union or the Employer desire to change, modify or renew the Agreement upon the expiration date, written notice



must be given to the Employer at least ninety (90) days prior to the expiration date. Upon receipt of such notice, negotiations shall commence. In the event negotiations do not result in a new agreement on or before the expiration date, this Agreement shall continue in effect past the expiration date, provided, however, either party gives not less than ten (10) days written notice of termination, and the Agreement will terminate at the end of the tenth day without further action on either party.

### **ARTICLE 32 - LABOR/MANAGEMENT COMMITTEE**

32.01 Labor/Management Committee. The Parties will participate in a Labor Relations Committee, which will be composed of three members from Management and three members from the Union. The Committee will meet at least quarterly in an effort to enhance communications, promote a positive work environment, discover, discuss and resolve issues or problems that are not typically covered by the Collective Bargaining Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ 2008.

COLLECTIVE BARGAINING AGREEMENT:

BARTLETT REGIONAL HOSPITAL

INTERNATIONAL LONGSHORE &  
WAREHOUSE UNION, ALASKA LOCAL  
200 UNIT 2201

\_\_\_\_\_  
Shawn Morrow, Administrator

\_\_\_\_\_  
Donald A. Cryts, Local 200 President

Albert J. Lodovici, Unit 2201 President  
Joyce Mathers, Unit 2201 Vice-President  
Margie Fisher, Unit 2201 Secretary  
Gail Moorehead, Unit 2201 Treasurer  
Leanne Griffin, Unit 2201 Steward  
Deb Manowski, Unit 2201 Steward  
Kelly Ritterbush, Unit 2201 Steward

## **APPENDIX A**

During the term of this Agreement, employees in the following listed positions shall be compensated at not less than the hourly rates listed in Wage Scales A-2009, A-2010, and A-2011 on and after the effective dates thereof.

6.0% increase on Step 4 of the wage scale effective with the first pay day in July 2008.

4.0% increase on Step 4 of the wage scale effective with the first pay day in July 2009.

4.0% increase on Step 4 of the wage scale effective with the first pay day in July 2010.