

Collective Bargaining Agreement

Between

Fairview Red Wing Clinics

And

SEIU Healthcare Minnesota



Effective

June 1, 2009

through

May 31, 2012

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between
SEIU Healthcare Minnesota
and
Fairview Red Wing Clinics**

PREAMBLE

This Agreement is made and entered into on the 1st day of June, 2009, by and between Fairview Red Wing Health Services, hereinafter referred to as the Employer, and Minnesota's Health Care Union, SEIU Healthcare Minnesota, hereinafter referred to as the Union.

Article 1 - Recognition

(A) Recognition. The Employer recognizes the Union as the sole and exclusive collective bargaining representative for all full-time and regular part-time Licensed Practical Nurses, Laboratory Technicians, X-Ray Technicians and Surgical Technicians employed by the Employer at its Fairview Red Wing clinic and its branches as certified by the National Labor Relations Board in Case No. 18-RC-16548; and excluding all Professionals, Business Office Clericals, Registered Nurses, Service and Maintenance employees and all Guards and Supervisors defined in the Act .

(B) No Change to Defeat Recognition Clause Of Agreement. No classification or title shall be changed or new classification or title created to defeat the recognition clause of this Agreement.

(C) No Discrimination. There shall be no discrimination by the Union or the Employer against any employee because of membership or non-membership in the Union or because of the assertion of rights afforded by this Contract.

(D) No Contradictory Rule. The Employer agrees not to enter into any agreement or contract with its employees within the bargaining unit either individually or collectively, which conflicts with or contradicts any of the provisions of this Contract.

Article 2 – Union Security

(A) Union Security.

- (1) All present employees covered by this Agreement as a condition of employment, shall on or before the sixtieth (60th) day following the effective date of this Agreement, become, be and remain members of the Union in good standing or pay a service fee during the term of this Agreement or any renewal thereof.

All new employees covered by this Agreement who are hereafter newly hired shall, as a condition of employment within sixty (60) days after the time of employment, become, be and remain members of the Union in good standing or pay a service fee during the term of this Agreement or any renewal thereof.

“In good standing,” for the purposes of this Agreement, is defined to mean the payment of a standard initiation fee and standard regular monthly dues, all as applies uniformly to all members of the Union in the bargaining unit covered by this Agreement. For service fee payers, "in good standing" is defined to mean the payment of an enrollment fee and monthly service fees to the Union not to exceed the portion of the Union dues and standard initiation fees that relate to the Union’s representation function.

- (2) The Employer agrees to furnish the Union with a list of the names and addresses, clinic identification numbers, date of hire, classification, rate of pay, and authorized hours of all employees employed by the Employer who are covered by this Agreement. Thereafter, the Employer agrees to furnish the Union a monthly list of new hires and termination, changes of classification or authorized hours, and employees on leave of absence, containing the same information as referred to above.

If any employee does not remain “in good standing” as defined above, the Employer shall terminate the employee within fourteen (14) calendar days of written notice to do so from the Union. The Union shall save the Employer harmless from any claim of an employee so terminated.

(B) Dues Deduction. The Employer agrees to deduct membership dues and/or service fees and initiation or enrollment fees from the earnings of any bargaining unit employee who has executed the authorization card which shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner. Such deduction shall be made by the Employer from the wages of the employees during each calendar month and will be transmitted to the Union within ten (10) calendar days. The Employer will furnish to the Union, a list of employees for whom deductions were made. The Union will hold the Employer harmless from any dispute with an employee concerning deductions made.

Article 3 – Union Representation

(A) Union Representative Access. The designated Union Representative shall have access to non-patient areas of the Employer at reasonable times during working hours to conduct Union business related to the administration of the Agreement after first informing Human Resources provided the visit is neither disruptive nor interferes with the required work of the area.

(B) Stewards. The Employer recognizes the right of the Union to elect or select from employees who are members of the Union, job stewards, to conduct business related to the administration of the Agreement. To the extent possible, stewards shall attempt to perform these activities outside of their normal working hours. If not possible, a steward may handle such Union business during his/her work routine contingent upon advance notice and supervisory approval. The names of the job stewards shall be furnished to the Employer in writing and any changes in stewards shall be reported to the Employer in writing.

(C) Bulletin Boards. The Employer agrees to permit the posting of official Union business notices on a specifically designated bulletin board at each site.

(D) Union Materials. The Employer agrees to provide newly hired employees with their new hire paper work, the following documents supplied by the Union: The collective bargaining agreement, the dues authorization and membership cards, and a list of Union stewards.

Article 4 - Management Rights

Except as specifically limited by the express provisions of this Agreement, the management of Fairview Red Wing Clinics and the direction of the working forces shall be vested solely and exclusively in the Employer. The rights of management shall include, but not be limited to, the right to hire, to determine the selection, direction, and number of employees to be employed, to layoff employees, to assign and delegate work, to maintain and improve efficiency, to require observance of reasonable Employer rules, regulations, and other policies, to schedule work and determine the number of hours to be worked, to establish methods of operation, to promote and demote employees, to determine the equipment to be utilized and the type of service to be given, to transfer, direct the working forces, and to change, modify, or discontinue existing methods of service and equipment to be used or provided.

Article 5 – Labor/Management Meetings

The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance which is in the interest of both the employees and the Clinic. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a labor/management meeting.

Meetings will be held periodically as necessary for the discussion and/or resolution of reasonable and appropriate subjects with the Clinic's representative and the Union's representative in attendance.

Article 6 – Probationary Period

The first ninety (90) calendar days of employment for any employee, other than an employee in the Laboratory Department, shall be a probationary period during which the employment of such employee may be terminated with or without cause and without recourse to the grievance procedure. For an employee in the Laboratory Department, the first one hundred twenty (120) calendar days of employment shall constitute the probationary period. The probationary period may be extended for an additional thirty (30) calendar days if the employee's progress is not satisfactory. The Union and the employee shall be notified of the extension in writing a minimum of ten (10) days before the expiration of the original probationary period. The Union may object to such extension by giving written notice to the Employer, provided the Employer receives such written notice five (5) days prior to the end of the original probationary period.

Article 7 - Seniority/Layoff and Recall

(A) Seniority. Seniority shall be defined as the employee's continuous length of service from his or her most recent date of hire in the bargaining unit on a system-wide basis, regardless of classification or site.

(B) Seniority Lists. Human Resources shall prepare a seniority list of all employees covered by this Agreement specifying the employee's name, most recent hire date, job classification and facility where assigned. Such list shall be prepared on a quarterly basis with copies furnished to the Union and posted on a bulletin board at each site.

(C) Loss of Seniority. An employee shall lose seniority for the following reasons:

- (1) Voluntary quit (absence for three (3) consecutive work days without notifying his/her supervisor shall be considered a voluntary quit);
- (2) Retirement;
- (3) Discharge for cause;
- (4) Failure to return to employment upon recall after layoff or authorized leave of absence;
- (5) Layoff for a period equal to an employee's accrued seniority up to a maximum of twelve (12) months; or
- (6) Taking a position outside the bargaining unit.

(D) Layoff or Permanent Reduction in Hours. The elimination of a position or a permanent reduction of authorized hours greater than eight (8) hours per pay period will result in the implementation of the following layoff procedure.

In reducing the number of employees, the Employer will determine the number of positions to be eliminated within a classification in the work location by site in inverse order of seniority. A qualified employee who is affected by the layoff or the reduction of hours will have the following options:

- (1) The affected employee shall be offered all existing vacancies in the employee's job classification.
- (2) If there is a vacancy in the employee's job classification at the affected site and the vacancy is within eight (8) hours of the employee's current authorized hours, the employee shall take the vacancy.
- (3) If there is not an option in (2), then the employee may take the layoff or permanent reduction in hours at this step or at any of the following steps outlined below.
- (4) If the employee chooses not to exercise the layoff or reduction in hours in option (3), the employee will have the option to replace the least senior employee in the employee's job classification at the affected site within eight (8) hours of the employee's current authorized hours.
- (5) If there is not an option in (4), then the employee may replace the least senior employee in the same job classification at the affected site or take a vacancy in the same job classification in the bargaining unit within eight (8) hours of the employee's current authorized hours.
- (6) If there is not an option in (5), then the employee may replace the least senior employee in the job classification in the bargaining unit within eight (8) hours of the employee's current authorized hours.
- (7) If there is not an option in (6), then the employee may replace the least senior employee in the job classification in the bargaining unit.

The Employer initially may seek volunteers for the number of positions eliminated. Subject to the foregoing, layoffs or permanent reduction in hours shall be made in inverse order of seniority within the classification at the site, except that special capabilities may be considered for positions requiring special skills.

An employee identified to be laid off or an employee identified to have a permanent reduction in hours shall be given fourteen (14) calendar days notice of layoff or pay in lieu thereof.

If additional hours become available in the job classification in the employee's current work location at the site within three (3) months of the permanent reduction, the employee whose hours had been reduced shall have first option to those hours prior to utilizing the Vacancies and Filling of Positions Article.

(E) Recall. So long as a vacancy would not otherwise be filled by a different applicant under Article 8 – Vacancies and Filling of Positions, employees shall be recalled

in order of seniority. Employees may be recalled out of seniority sequence if they possess special capabilities for a position requiring special skills.

(F) Temporary Reductions. Provided the Employer has four (4) hours or greater notice in determining a temporary need to reduce the number of employees scheduled on a shift within a job classification at a work location by site because of changes in staffing needs, the following procedures will be utilized:

- (1) If there is more than one affected employee in (2), (3) or (4) below, voluntary low needs will be offered to those employees in order of seniority.
- (2) Employees working extra shifts or hours shall be reduced in inverse seniority order before any regularly scheduled full-time or part-time employees provided the more senior employees are qualified and properly oriented to perform the available work.
- (3) Employees working overtime shifts or hours when they occur shall be cancelled first by inverse seniority provided the more senior employees are qualified and properly oriented to perform the available work.
- (4) If the needed reduction is not accomplished in (1), (2), or (3) above, employees working regularly scheduled shifts or hours shall be reduced in inverse seniority order provided the more senior employees are qualified and properly oriented to perform the available work.
- (5) All eligible employees shall continue to accrue the following benefits when requested to take voluntary or mandatory absent days.
 - (a) Paid Time Off
 - (b) Health Insurance
 - (c) Life Insurance
 - (d) Dental Insurance
 - (e) Seniority
 - (f) Disability Insurance

Alternatively, employees taking voluntary or mandatory absent days may elect to utilize accrued paid time off.

In those situations when the Employer has less than four (4) hours notice of the temporary need to reduce employees scheduled on a particular shift within a classification at a work location by site, the Employer may utilize any procedures to meet the necessary reductions.

In the event a full-time employee has his/her hours involuntarily reduced by more than a total of eight (8) shifts within four (4) consecutive pay periods, the Employer will

review the staffing needs in the employee's department and determine if layoffs are appropriate.

An employee shall be given one (1) hour notice of an absent day to be taken under the provisions of this section. If the employee does not receive at least one (1) hour notice, the employee will be given the opportunity to work a minimum of four (4) hours or receive four (4) hours' pay in lieu thereof.

It is not the intent of the Employer to backfill an employee who has been low needed with an employee who is not working.

Article 8 – Vacancies and Filling of Positions

(A) Posting of Vacancies. Whenever a vacancy occurs which the Employer determines to fill, the Employer shall post notice of the opening on designated bulletin boards for a period of not less than seven (7) calendar days. The posting for such vacancies shall contain the date of posting, job title, department, authorized hours, shift, and qualifications.

(B) Process. Eligible employees may apply for posted vacancies by submitting a written internal application form to Human Resources, which must be received on or before the expiration date of the posting to receive consideration.

(C) Awarding Positions. An employee within the same classification shall be awarded a posted position if the employee is qualified and has the necessary skills and training to successfully perform the duties of the new position. If more than one qualified employee from that classification applies for the same position, the senior employee shall be given preference, provided the necessary skills and training are equal.

Although qualified employees within the same classification have preference, an employee applying for a position in another classification shall be awarded the position before non-bargaining unit applicants, if the employee is qualified and has the necessary skills and training to successfully perform the duties of the position. If more than one (1) qualified employee from outside the classification applies for a position in another classification, the senior employee shall be given preference, provided the necessary skills and training are equal.

(D) Union Notification. The Employer shall send copies of job postings to the Union on a weekly basis.

(E) Reasonable Accommodation. In its discretion and consistent with applicable law, the Employer may reassign an employee temporarily to a vacancy without utilizing the foregoing procedures to reasonably accommodate an employee's proven disability. The requested accommodation of the employee must be supported by an appropriate physician and submitted to the Employer in writing. The Employer may request a second medical opinion with the medical practitioner to be selected by the Employer

and the cost of the second opinion to be borne by the Employer. Issues related to reasonable accommodation are not subject to the grievance and arbitration procedures of the collective bargaining agreement.

Article 9 – Relief and Meal Periods

All employees shall be allowed, without reduction in pay, fifteen (15) minutes relief in each four (4) hour period. An employee who works a five (5) to seven (7) hour shift shall be allowed without reduction in pay, a twenty (20) minute relief. The above twenty (20) minute rest period shall be included in the regular work day. Special arrangements for paid rest periods shall be made between the employee and the supervisor when workload or staffing requirements prevent a regular scheduling of paid rest. Paid rest periods are not cumulative from one day to the next.

All employees shall be granted an unpaid meal period of not less than thirty (30) minutes or more than sixty (60) minutes when an employee actually works eight (8) hours or more. Any employee who is required by the Employer to perform job duties or remain available at his or her work station for work during his/her meal period shall be compensated for such time at his/her regular hourly rate of pay, either on a straight time or overtime basis, whichever is applicable. These lunch period requirements may be waived by agreement of the Employer and the employee.

Article 10 - Hours of Work and Overtime

(A) Work Period. The work period shall consist of forty (40) hours in a seven (7) day work week. An employee shall be paid time and one-half (1½) for hours worked in excess of forty (40) hours per week. If determined by the needs of the department, the work period may consist of ten (10) eight (8) hour days in a fourteen (14) day period provided it is permissible under the Fair Labor Standards Act. If an employee works in excess of eight (8) hours per day or in excess of eighty (80) hours in a two (2) week pay period, overtime at the rate of one and one-half (1½) times the employee's regular straight time hourly rate shall be paid for such excess hours.

(B) Overtime. Overtime must be approved by the employee's immediate supervisor. Overtime payments shall not be pyramided. An employee who is required to work additional unscheduled hours in a work week that also includes PTO time off, may either bank his/her PTO time or be paid the PTO hours and have them count as hours worked for purposes of overtime calculation. PTO time otherwise taken is not considered hours worked for purposes of any overtime calculation.

An employee shall not be required to take time off in lieu of overtime pay.

(C) Weekend Work. No Employee shall be required to work more than every other weekend, except by mutual agreement between the Employer and the Employee, or if the Employee has either bid for or been hired into jobs with such schedules.

If the Employer determines a need for additional unscheduled weekend staffing and there are no volunteers, the extra weekend work shall be assigned on a non-overtime basis first and then on an overtime basis at the work location on the basis of the ability to do the job in inverse seniority.

(D) Scheduling. Employees' work schedules of two (2) weeks or more shall be posted fourteen (14) calendar days in advance of the Employee's scheduled work. No employee shall be placed on said schedule for more than six (6) consecutive days except by mutual agreement between the Employer and the Employee. Absent volunteers to work a changed schedule with less than fourteen (14) calendar days notice, the work shall first be assigned to Employees at the work location by job classification on the basis of ability to do the job in inverse seniority.

Once the schedule is posted, an employee needing a day off shall find her/his own replacement. The exchange is subject to supervisory approval, must be documented and may not result in the payment of overtime for hours that otherwise would be paid at straight time.

A surgical nurse who is unable to work her/his schedule due to lack of surgical work, shall return to the clinic to complete her/his shift, or with mutual agreement between the nurse and the supervisor, (1) take paid time, (2) unpaid time off, or (3) work additional hours in the work week. If the surgical nurse's return to the clinic results in frequent and reoccurring low need for a clinic nurse, the Employer agrees to discuss alternative scheduling methods in a labor/management meeting.

(1) Employees' work schedules of one (1) week or more shall be posted fourteen (14) calendar days in advance of the employee's scheduled work for the following departments: Ophthalmology, ENT, General Surgery, Podiatry, Orthopedics, Urology, OB/GYN and Internal Medicine.

(E) Extra Hours. The Employer shall post a sign-up sheet prior to the posting of the work schedule whereby employees may indicate availability for specific extra shifts within their job classification. Utilizing this sign-up list, extra shifts shall be granted on a non-overtime basis to those who have signed up on the list by seniority, then on an overtime basis by seniority, provided the Employee has the ability to do the job.

(F) Departmental Time Off. With management approval and provided it does not result in a requirement to pay overtime, employees may take time off in a work day and make up hours in another day within the work week.

(G) Split Shifts. There shall be not split shifts unless mutually agreed upon by the Employee and the Employer.

(H) Establishment of New or Changing Work Week Schedules. In the establishment of new or changing work week schedules, the Employer shall give preference to

Employees in accordance with seniority at the work location as far as practicable and consistent with proper health care system management.

Article 11 - Reassignment

The Employer shall request volunteers from among Employees in the same classification and department (e.g., the Family Practice Department at one clinic to the Family Practice Department at another clinic) from which the reassignment is to be made. If one (1) or more Employees volunteer for the reassignment, the most senior qualified Employee shall be reassigned. If there are no volunteers and a Float Employee is working in the department from which the reassignment will occur that day, the Float Employee shall be reassigned if practicable. If there are no Float Employees to be reassigned and a temporary agency Employee is working in the department from which the reassignment will occur that day, the temporary agency Employee shall be reassigned, if practicable. If there are no Float or temporary Employees that can be reassigned, the least senior qualified Employee in the same classification and department (e.g., Family Practice Department to Family Practice Department) from which the reassignment is to be made shall be reassigned. At the end of the reassignment, the Employee shall return to his/her former position.

Article 12 – Casual Employees

Casual employees are those employees with no regularly scheduled or authorized hours (0%). Only the wage provisions of this Agreement shall be applicable to casual employees. They shall not be entitled to other coverage or benefits under any other provisions of this agreement.

A casual employee who works regularly scheduled hours of sixteen (16) or more hours in each payroll period for six (6) months or more shall no longer be deemed a casual employee. However, if there is clear evidence that the employee will not be working these regularly scheduled hours on a regular basis in the future, this subparagraph shall not result in a change of status for the casual employee.

Article 13 – Paid Time Off

(A) Eligibility For Paid Time Off. All full-time and regularly scheduled part-time employees shall be eligible for paid time off.

(B) Designated Holiday. The following days or days designated as such shall be considered holidays: New Year’s Day, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and a birthday holiday.

(C) PTO on a Designated Holiday. An employee who is regularly scheduled to work on a holiday will be paid PTO if the department is closed and the employee cannot be involuntarily scheduled an additional day during the week as a result of the Clinic being closed on a holiday. Eligible employees who work on a designated holiday, in addition

to the hours paid for working, can choose to pay themselves from their PTO bank. Employees may use PTO hours up to the number of hours worked on the designated holiday shift. These PTO hours will be paid at straight time.

(D) PTO when Clinic Closes. On Christmas Eve, New Year's Eve or any time the clinic may close (with the exception of current holidays listed in Article 13), employees may choose to take PTO or take the time unpaid.

(E) Requests for Scheduled Time Off. All requests for scheduled time off must be made in writing and approved by the employee's supervisor as follows:

(1) Requests During February 1 through February 15.

Written requests for time off for the period of April 1 through March 31 shall, whenever possible, be submitted during the period from February 1 through February 15.

(2) Granting Requests Submitted During February 1 through February 15.

Requests submitted during February 1 through February 15 shall be granted taking the following principles into account:

- (a) Requests for scheduled time off shall be granted by seniority.
- (b) Any request initially denied shall be reconsidered as staffing levels permit.
- (c) Designated Holiday Requests - Employees shall rotate designated holidays each year, unless employees in a department agree to work different rotation coverage. An employee requesting vacation over the holiday shall find his/her own replacement for the holiday only.
- (d) Scheduled Time Off Requests - The Employer shall normally grant at least one time off request per department and job classification during the work week provided this does not deprive the clinic patients of needed care. Approval of vacation request shall not be unreasonably withheld. The Employer may grant additional requests as staffing levels permit.
- (e) At the time employees request PTO, they must have the PTO on the books or have the ability to accrue the necessary number of hours by the first requested day off to be granted the time off. If an employee has been granted PTO but does not have the necessary PTO accrued by the first requested day off due to the illness of the employee (or child), the employee can choose to take the amount of time off available in his/her bank, cancel the PTO, or take the balance unpaid.

once per calendar year provided the unpaid time is twenty-four (24) hours or less and the employee has provided proof of a healthcare provider appointment for each illness of the employee (or child).

(3) Posting Granted Requests.

By March 1, the Employer shall post all granted holiday and scheduled time off requests submitted during February 1 through February 15.

(4) Requests Submitted After February 15.

Written requests for time off submitted after February 15 must be submitted no later than 12:00 noon on Monday before the schedule for the pay period involved is posted. Requests will be granted on a "first come, first served" basis. If two requests are submitted on the same day, seniority shall govern.

The Employer shall notify the employee as soon as reasonably possible of its disposition of a holiday request and within fourteen (14) days of a time off request.

(5) Once the work schedule, as defined in Article 10 (D) and 10 (D) (1), including the time off, is posted, the employee may not cancel the time off without approval by the employee's supervisor

(6) It is the responsibility of the Employer to find replacements for employees who have been granted time off.

(F) (1) PTO Accrual Rates.

Eligible employees will accrue PTO at the following rates:

Years of service	
0 – 4 years	21 days
5 – 8 years	26 days
9 + years	31 days

The foregoing rates are based upon full-time employment. Part-time employees earn prorated PTO based on hours compensated, up to a maximum of 2,080 hours per year. The maximum accrual of PTO is forty (40) hours beyond the employee's annual accrual.

(2) Sick Leave Accrual Rates

An eligible employee covered by PTO also earns hours in a Sick Bank. Sick Bank helps cover extended absences from work due to illness, injury, or

disability. The hours are earned in a separate bank from PTO hours. The rate of accrual is nine (9) days per year for full-time employees. Eligible part-time employees receive pro rated Sick Bank hours based on a rate of .0346 hours for each hour compensated up to nine (9) days per year. The maximum accrual is sixty (60) days. In order to use Sick Bank, an employee must use one (1) PTO day.

Effective August 15, 2009, employees will be entitled to sick leave with pay only for their own personal illness or the illness of the employee's dependent child, not to exceed the accumulated amount.

Sick Bank is paid for the first day of absence in the following cases:

- If the employee (or child) is hospitalized
- If the employee (or child) has surgery on an inpatient or outpatient basis
- If the employee suffers an on-the-job injury
- If the employee (or child) is on an approved FMLA leave
- If the employee (or child) returns to work for one (1) day or less and has a continuation of the same illness

(G) Termination. If an eligible employee gives two (2) weeks' notice of intent to terminate, he/she will be paid out all available PTO at time of termination. PTO time cannot be counted as part of the required notice.

Article 14 – Leaves of Absence

(A) Employee Medical Leave. A leave of absence shall be granted to an employee in the case of illness or physical disability, rendering the employee unable to work as certified by a physician. The request for a medical leave shall be submitted in writing. Such leave shall be for the period of illness or disability only, up to a maximum of six (6) months per year. An employee must have worked for the Employer for twelve (12) months in order to be eligible. The leave terminates after expiration of the six (6) months or upon certification by a physician of recovery from such illness or disability, whichever occurs first. The Employer reserves the right to request proof of illness and/or to require a medical examination paid for by the Employer by a physician of the Employer's choosing.

Full-time employees authorized eighty (80) hours per pay period will be granted up to four (4) hours of time off per year for their annual physical or for other physician appointments. The employee will be able to take such time from their PTO bank or without pay.

(B) Jury Duty. An employee shall be granted a leave of absence with pay for jury duty up to two (2) weeks in each calendar year. Pay for jury duty will be based on the employee's regular straight-time rate less the amount received for jury duty.

(C) Military Leave. An employee shall be granted an unpaid leave of absence for temporary military training. An employee shall not be required to use accumulated time off during such leave.

Upon notification to the supervisor, an employee will be granted a one (1) day unpaid leave of absence when the employee's spouse or child returns from an overseas assignment of eleven months or longer. An eligible employee may use PTO time.

(D) Bereavement Leave. A leave of absence of up to three (3) days without loss of pay shall be granted to employees in case of death in the family (parents, parents-in-law, grandparents, grandchildren, brothers, sisters, brothers-in-law, sisters-in-law, sons, daughters, husband, wife, domestic partner, step-parents, step-children, step-brothers, step-sisters, and legal guardian) for the purpose of attending the funeral or memorial service of the deceased. Payments under this provision will be made only for work hours missed when the employee is scheduled to work the day before, the day of, and the day after the funeral or memorial service of the family member, unless different days are agreed upon between the employee and the employer.

(E) School Conference and Activities Leave. An employee shall be granted up to sixteen (16) hours of unpaid leave per year to attend school conferences or school related activities related to the employee's child, provided the conferences or school related activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the request for the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the operations of the Employer. An eligible employee may use PTO time.

(F) All Other Leaves of Absence. Requests for all other leaves of absence shall be made in writing. Such requests may be granted at the discretion of the Employer.

(G) Reinstatement After Leave. With respect to jury duty, bereavement leave, the first twelve (12) weeks of employee medical leave, or as required by applicable law, any employee returning from those leaves of absence will be returned to the job which was held at the time leave was granted, or if the original job was eliminated, to an equivalent job. An employee returning from an approved medical leave after twelve (12) weeks but before six (6) months following the commencement of the leave will receive the next available vacancy in the same job classification and authorized hours held at the time the leave was granted.

(H) Replacement for On Leave Employees. With respect to all leaves of absence, the Employer may hire an employee to replace the individual on leave of absence on a temporary basis. The employee so hired may be terminated upon return of the regular employee from the leave of absence.

(I) Seniority During Leaves of Absence. There shall be no break in seniority during the period of an approved leave of absence. No credit for purposes of wage increments, time off, or other fringe benefits shall be given during the period of an unpaid leave of absence, but an employee shall not lose service previously accrued.

For the first twelve (12) weeks of employee medical leave or as required by law, the Employer shall continue to pay the Employer contribution toward medical, dental, and life insurance, and long-term disability insurance, if applicable, for an employee who has worked for the Employer for twelve (12) months and has worked at least 1248 hours during the twelve (12) month period immediately preceding the leave. For unpaid leaves other than the first twelve (12) weeks of employee medical leave or as required by applicable law, eligible employees shall be required to pay the full cost of continuing medical, dental, and life insurance coverage for the duration of the leave.

(J) Leaves Run Simultaneously. If any leave taken under any provision of this Agreement also qualifies as leave under applicable state or federal law, or another form of leave under this Agreement, such leaves shall run simultaneously.

Article 15 - Insurance

(A) Health Insurance. Full-time and part-time employees who are authorized forty-eight (48) hours per pay period shall be eligible for coverage consistent with the options under the Fairview Red Wing Insurance Plan. Any changes in the plan shall be consistent with the Fairview Red Wing Health Insurance Plan.

Effective August 1, 2009, employees authorized 64-71 hours per pay period will move to the Full-Time Employees health insurance premium contribution. Concurrently, the Employer's health insurance premium contribution for single coverage for employees authorized 64-80 hours per pay period shall be moved to eight seven and one half percent (87.5%).

The Employers contribution shall be as follows:

- (1) Full-Time Employees
(72-80 hours per pay period)
 - Single 90%
 - Single+1 80%
 - Family 70%

- (2) Part-Time Employees
(48-71 hours per pay period)
- | | |
|----------|-----|
| Single | 65% |
| Single+1 | 60% |
| Family | 50% |

Effective August 1, 2009, the Employer's contribution shall be modified as follows:

- (3) Full-Time Employees
(64-80 hours per pay period)
- | | |
|----------|-------|
| Single | 87.5% |
| Single+1 | 80% |
| Family | 70% |

- (4) Part-Time Employees
(48-63 hours per pay period)
- | | |
|----------|-----|
| Single | 65% |
| Single+1 | 60% |
| Family | 50% |

(B) Long-Term Disability. The Employer shall pay the full premium for employees authorized to work forty-eight (48) hours or more per two week pay period for Long-Term Disability Insurance. The benefit is equal to 66.67% of the employee's salary subject to a maximum benefit of \$10,000 per month. Coverage is effective the first of the month following a thirty (30) day period from the date of employment.

(C) Dental Insurance. The Employer will pay the full cost of single employee dental insurance for employees authorized 72-80 hours per pay period. Also, the Employer will pay fifty percent (50%) of the cost of single employee dental insurance for employees authorized 48-71 hours per pay period. Coverage is effective the first of the month following a thirty (30) day period from the date of employment. The Employer will make available to employees a family dental option to be paid by the employee.

(D) Employee Basic Life Insurance. The Employer shall pay the full premium for employees authorized to work forty (40) hours or more per two week pay period for Employee Basic Life Insurance. Life coverage is equal to one times the employee's annual salary up to \$50,000 with a minimum coverage at \$10,000. Coverage is effective the first of the month following a thirty (30) day period from the date of employment.

(E) Long-Term Care Insurance. Employees authorized to work forty-eight (48) hours or more per pay period shall be eligible to purchase long-term care insurance consistent with the Fairview Red Wing Health Services insurance plan.

(F) Pre-Tax. The Employer shall continue to offer a pre-tax spending account to Employees for day care, medical, and supplemental benefits.

Article 16 - Pension

Pension Plan. Employees are eligible to participate in the 401(k) plan hereinafter called the Fairview Red Wing Health Services Retirement Savings Plan and the Pension Plan hereinafter called the Fairview Red Wing Health Services Money Purchase Pension Plan. The Employer is the sole determinant with respect to the benefits of the plans. In the event the Employer elects to change a benefit, they will give adequate notice and information about the change to the bargaining unit representatives.

Article 17 – Discipline and Discharge

(A) Discipline and Discharge. The Employer shall have the right to discipline or discharge employees for just cause.

(B) Process. When any disciplinary action is taken, the Employer shall notify the employee in writing. Notices of decision making leave and discharge shall be forwarded to the Union.

(C) Grievability. Employees may not file a grievance in response to a verbal or written advisement/reprimand. However, the employee may file a written rebuttal relating to the specifics of the verbal or written advisement/reprimand within twenty (20) calendar days of the receipt of the verbal or written advisement/reprimand, and such rebuttal shall be placed in the employee's Human Resources personnel file. In addition, the employee has the option to meet with his/her supervisor and a Union representative to discuss the verbal or written advisement/reprimand.

Article 18 – Grievance and Arbitration

(A) Definition of Grievance. A grievance shall be any claim arising out of the interpretation of or adherence to the terms or provisions of this Agreement.

(B) Steps.

Step 1. Any employee having a grievance shall first take the matter up with the employee's immediate supervisor. The employee may choose to have a Union steward present at this meeting.

Step 2. If the Grievance is not satisfactorily resolved at the first step, the grievance shall be reduced to writing citing the specific contract provision(s) violated, and a description of the nature of the violation and the remedy requested. In no case shall there be any consideration given to any grievance unless the written grievance is received by the Employer's Human Resources Department within

fifteen (15) calendar days after the occurrence giving rise to the grievance. A written grievance related to pay shall be deemed timely if received by the Employer's Human Resources Department within fifteen (15) calendar days after the pay period in which the alleged violation occurred.

Following receipt of the written grievance, Human Resources and the Steward or the Authorized Union Representative may schedule a meeting. The Steward and/or the Authorized Union Representative may represent the employee and the employee may be present at this meeting. In the event that the Employer and the Union are unable to resolve the grievance at this meeting, the Employer shall submit a written reply to the Union and the employee within fifteen (15) calendar days after that meeting.

The Union shall have the right to take up a suspension or discharge as a grievance at the second step of the grievance procedure.

Step 3. If the grievance is not resolved in accordance with the procedures outlined above or if the Employer fails to submit a written reply within fifteen (15) calendar days after the meeting described in Step 2 above, the Union may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Employer's Human Resources Department within thirty (30) calendar days following issuance of the Employer's written reply to the grievance.

(C) Arbitration. A grievance submitted to arbitration shall set in motion the following procedures:

- (1) The designated Employer representative and the authorized Union representative shall endeavor to select a mutually acceptable arbitrator to hear and decide the grievance.
- (2) Should the parties be unable to select an Arbitrator, either party may request the Federal Mediation and Conciliation Service to submit seven (7) names as candidates. Each party shall have the right to alternatively strike three (3) names, with the remaining candidate to be named the neutral Arbitrator. The order of alternately striking names shall be determined by the flip of the coin.
- (3) The decision shall be final and binding upon the Employer, the Union and the aggrieved employee.
- (4) The fees and expenses of the neutral Arbitrator shall be borne equally by the Employer and the Union.

- (5) The neutral Arbitrator shall not have the authority to render an award which shall add to, subtract from, or in any other way change the provisions of this Agreement, nor render a decision contrary to or inconsistent with the application of laws, rules or regulations having the force and effect of law.
- (6) The Arbitrator's decision shall be in writing and shall set forth the basis on which the decision and award is made.
- (7) The Arbitrator shall submit his/her decision within thirty (30) calendar days following the close of the hearing or submission of briefs by the parties, whichever is later, unless the parties agree to an extension.

(D) Time Limits. The time limitations set forth herein relating to the time for filing a written grievance and a demand for arbitration shall be mandatory. Failure to follow such limitations shall result in the grievance being waived, and it shall not be submitted to arbitration. The time limits provided above may be extended by mutual agreement of the Employer and the Union.

(E) Probationary Employees. Employees serving a probationary period may be terminated without recourse to the grievance procedure.

Article 19 - Mileage

Any employee who uses his/her automobile as part of his/her job duties shall be reimbursed for miles driven for the Employer at the IRS established mileage reimbursement rate.

An Employee who is temporarily assigned to work at another clinic shall be reimbursed at the IRS established rate for additional miles driven, if any, resulting from the assignment.

Article 20 - Pay Checks

(A) Employees shall be paid on a bi-weekly basis. The employee's pay check stub shall list the earnings for the payroll period and the deductions made from the pay check. With proper employee authorization, the employee shall have the opportunity to direct deposit into his/her respective checking, savings, or credit union accounts.

(B) An Employer payroll error amounting to \$50.00 or more in gross pay shall be corrected within three (3) working days (Monday through Friday) from the time the employee requests a correction. Employer payroll errors of less than \$50.00 shall be corrected on the next regular pay check after the employee requests the correction.

Article 21 – Health and Safety

It shall be the policy of the Employer that the safety of the employees, the protection of work areas, the adequate education and necessary safety practices, and the prevention of accidents are a continuing and integral part of its everyday responsibility. Further, the Clinics are committed to providing employees a work environment that is free from hostile, abusive, and disrespectful behavior.

It shall also be the responsibility of all employees to cooperate in programs to promote safety to themselves and to the public, including participation on committees and compliance with rules to promote safety and a violence-free workplace. Employee responsibility also includes the proper use of all safety devices in accordance with recognized safety procedures.

Article 22 – Educational Development

(A) Tuition Reimbursement. Employees authorized to work forty (40) hours or more per two (2) week pay period who have completed six (6) months of employment shall be eligible for reimbursement of up to \$2,000 each calendar year for tuition reimbursement. Fairview Red Wing Clinic pays seventy-five percent (75%) of books and tuition for pre-approved, job-related coursework at accredited institutions. Employees must agree to work at Fairview for one year after completion of the course work.

(B) Inservice Education. The Employer shall offer inservice programs to improve employee skills in the delivery of health care related services.

The Employer shall use its best efforts to insure that appropriate inservice training sessions are available to all employees in a particular classification or classifications. It is understood that from time to time such inservice training may have unique application to particular sites, work locations or smaller groups of the Employer. In those instances, such training need not be available to all employees in the classification, site or work location.

When feasible, the Employer shall seek to design courses to meet the requirements of the various organizations that have mandatory continuing education as a criterion for projected job titles and/or job performance applicable to the employee.

(C) Ongoing Education. The Clinic will provide the opportunity for a sufficient number of courses, classes or other educational opportunities to allow employees to meet their mandatory continuing education requirements.

An employee will be compensated for attendance at educational programs required by the Clinic. Expenses that are defined as registration fees, course material, and mileage shall be paid by the Clinic for such required courses.

Provided department staffing allows, the Clinic will pay up to eight (8) hours of time to attend non-required accredited continuing educational program(s) per year.

Article 23 - Uniforms

(A) Lab Coats. Employees who now have the use of Lab Coats shall continue to do so. Any other Employee whose uniform is soiled in the course of his/her duties shall have the use of a Lab Coat for the remainder of the day.

(B) Wearing Apparel Requirements. If the Employer changes its present wearing apparel requirements, employees affected shall be given a six (6) month period of time to conform to the new requirements, unless required by state or federal law.

If the prescribed changes would result in a significant monetary impact on the affected Employees, the parties shall meet to discuss alternative solutions upon request of the Union.

Article 24 – Miscellaneous

(A) Break Rooms. Break rooms shall be available for the convenience of the employees. A non-public space shall be made available for employees to hang their clothes.

(B) Breakage. Although they may be subject to discipline, employees shall not be held financially liable for accidental breakage of glassware or fragile equipment during the course of their duties.

Article 25 - No Strike or Lockout

There shall be no strikes or lockouts, of any kind whatsoever, during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of this Agreement.

Article 26 - COPE

The Employer agrees to deduct and transmit to SEIU COPE, \$_____ per pay period from the wages of those Employees who voluntarily authorize such contributions on the forms provided for that purpose by SEIU Healthcare Minnesota. These transmittals shall occur for each payroll period and shall be accompanied by a list of the names of those Employees for whom such deductions have been made and the amount deducted for each such Employee.

The Union will hold the Employer harmless from any dispute with an Employee concerning deductions made.

Article 27 - Successor

In the event of a transfer, sale, or assignment of Fairview Red Wing Clinics, the Union shall be notified at least thirty (30) days in advance of such action. Upon request of the Union, the Employer agrees to meet and confer about the effects of such transfer, sale, or assignment upon the bargaining unit employees.

Article 28 - Wages

(A) Rates of Pay. The minimum hourly rates of pay for the classifications covered by this Agreement shall be outlined in Appendix A.

(B) Wage Conversion.

- Year 1: Maintain the current wage levels in Appendix A for the first year of the contract.
- Year 2: Effective June 1, 2010, each step in the salary range shall be increased by one percent (1%). All Employees shall receive a one percent (1%) wage increase adjustment to their current rate.
- Year 3: Effective June 1, 2011, each step in the salary range shall be increased by two percent (2%). All Employees shall receive a two percent (2%) wage increase adjustment to their current rate.

Effective June 1, 2010 the Clinic agrees to increase each step of the wage scale for the Hospital and Clinic Medical Laboratory Technicians by an additional one percent (1%).

(C) Wage Increments. Wage increments/movement on the salary range shall be based on compensated hours achieved after June 1, 2000. Employees shall receive one year's credit for each 2,080 compensated hours after June 1, 2000.

(D) Wage Rate and New Position. Effective upon the execution of the Agreement, an employee who is promoted to a new position shall be advanced to the next higher rate of pay or the minimum salary of the class, whichever is greater. An employee transferring to a class with the same pay range shall be moved to the same salary step held in the old class and shall transfer seniority credit for salary progression purposes to the new class. An employee transferring to a class with a lower salary range shall have his/her wage rate adjusted to a step within the pay range of the new position, but shall not have his/her pay reduced by more than three percent (3%) or the top of the range, whichever is lower.

(E) Lead Pay. Effective July 1, 2000 if the Employer establishes a permanent lead, who leads a function or employees, for any of the classifications listed in the Agreement, the rate of pay for such lead person classification shall be fifty cents (\$.50) per compensated hour above the rate of pay for the applicable classification. The decisions as to whether a lead person classification will be utilized shall be made in the

sole discretion of the Employer. Any permanent lead positions shall be posted and filled in accordance with the posting provisions of this Agreement.

(F) Advance Notice – Three Hour Work Guarantee. An employee required to report for work will be guaranteed at least three (3) hours work or three (3) hours pay. The foregoing provision shall not apply to any employee who desires to or prefers to work less than three (3) hours.

(G) Urgent Care. An employee shall receive a differential of two dollars (\$2.00) per hour for all hours designated exclusively as Urgent Care that are worked in the current Urgent Care location after 5:00 pm Monday through Friday, and on Saturday and Sunday. Any employee working weekend hours in the current locations as of June 1, 2000 will receive the Urgent Care differential of two dollars (\$2.00) per hour.

Effective June 1, 2006, the Urgent Care differential shall be increased to two dollars and ten cents (\$2.10) per hour. Effective June 1, 2007, the Urgent Care differential shall be increased to two dollars and twenty cents (\$2.20) per hour. Effective June 1, 2008, the Urgent Care differential shall be increased to two dollars and thirty cents (\$2.30) per hour.

(H) Surgery Pay. An employee who works in surgery shall be paid an additional two dollars and fifty cents (\$2.50) per compensated hour for all hours worked in the operating room as a surgical assistant.

Effective June 1, 2006, the Surgery Pay differential shall be increased to two dollars and sixty cents (\$2.60) per hour. Effective June 1, 2007, the Surgery Pay differential shall be increased to two dollars and seventy cents (\$2.70) per hour. Effective June 1, 2008, the Surgery Pay differential shall be increased to two dollars and eighty cents (\$2.80) per hour.

(I) Mandatory Meetings. An employee required to report to attend an inservice or staff meeting will be paid straight-time for time spent in such meetings. Provided, however, no employee shall receive less than one (1) hour work/meeting time.

(J) Shift Differential. Hospital Medical Laboratory Technicians covered by the provisions of the Collective Bargaining Agreement working in the combined Hospital and Clinic Laboratory operations at the new site shall be eligible for a shift differential as follows:

Evening Shift Differential – Hospital Medical Laboratory Technicians working in the combined Hospital and Clinic Laboratory operations at the new site who work a scheduled shift where the majority of hours worked are after 3:00 pm shall be paid an additional one dollar and fifty cents (\$1.50) per hour for the full shift. Effective June 1, 2006 the evening shift differential shall be increased to one dollar and sixty cents (\$1.60) per hour. Effective June 1, 2007 the evening shift differential shall be increased

to one dollar and seventy cents (\$1.70) per hour. Effective June 1, 2008, the evening shift differential shall be increased to one dollar and eighty cents (\$1.80) per hour.

Night Shift Differential – Hospital Medical Laboratory Technicians working in the combined Hospital and Clinic Laboratory operations at the new site who work a scheduled shift where the majority of hours worked are after 11:00 pm shall be paid an additional one dollar and seventy-five cents (\$1.75) per hour for the full shift. Effective June 1, 2006 the night shift differential shall be increased to one dollar and eighty-five cents (\$1.85) per hour. Effective June 1, 2007 the night shift differential shall be increased to one dollar and ninety-five cents (\$1.95) per hour. Effective June 1, 2008 the night shift differential shall be increased to two dollars and five cents (\$2.05) per hour.

Laboratory Technicians who moved to the new facility at the time of the merger will share weekend rotation on an equal basis with the Hospital Medical Technologists and Laboratory Technicians.

(K) After Hours Clinic – Clinic employees other than those in Urgent Care scheduled to work weekend hours and after 5:00 pm on weekdays shall be paid an additional two dollars (\$2.00) per hour for the actual hours worked on weekends and for the actual hours worked after 5:00 pm on weekdays. Effective June 1, 2006, the After Hours Clinic differential shall be increased to two dollars and ten cents (\$2.10) per hour. Effective June 1, 2007, the After Hours Clinic differential shall be increased to two and twenty cents (\$2.20) per hour. Effective June 1, 2008, the After Hours Clinic differential shall be increased to two dollars and thirty cents (\$2.30) per hour.

Article 29 – On-Call

Any employee placed on-call by the Employer shall be paid three dollars and Seventy-Five cents (\$3.75) per hour for each hour not worked in each period of on-call duty. If an employee on-call is called in to work, the employee will receive time and one-half (1½) his/her regular rate of pay for the hours worked and a minimum of two (2) hours of pay.

Article 30 – Term of Agreement

This Agreement shall be in effect from June 1, 2009 up to and including May 31, 2012 and from year to year thereafter unless either party notifies the other in writing at least ninety (90) days prior to the annual expiration date of its intention to change, modify, or terminate this Agreement.

For the Employer

For the Union

Kim Trittin
Director of Human Resources

Jamie Gulley
Union Representative

NEGOTIATING TEAM MEMBERS

FOR THE UNION

Pat Farrington

Angela Hanson

Kathy Napoli

Gloria Richter

Andi Strusz

Becky Williams

Jamie Gulley

FOR THE EMPLOYER

John Erickson

Beth Flattum

Marcia Galvin

Jane McNamara

Nicole Rundquist

Becky Strange

Kim Trittin

**Letter of Understanding
between
SEIU Healthcare Minnesota
and
Fairview Red Wing Health Services**

Effective with the vacation bid period starting on February 1, 2010 through May 31, 2012, the hospital agrees to move to a twice a year vacation bid process as indicated below:

- 1) PTO vacation requests for May 1 through October 31 shall be submitted between February 1 and February 15 and the clinics shall grant according to seniority and post by March 1. Requests for PTO during November 1 through April 30 shall be submitted between August 1 and August 15 and the clinics shall grant according to seniority and post by September 1.
- 2) Same as the contract.
- 3) Posting granted requests: By March 1, the employer shall post all PTO time from the first bid period and all granted holiday time off for the year. By September 1, the employer shall post all PTO time from the second bid period.
- 4) Requesting outside the bid periods: Written requests for time off submitted outside the bid periods shall be submitted no later than 12:00 noon on the Monday before the schedule for the pay period is posted. Requests will be granted on a "first come, first served" basis. If two requests are submitted on the same day, seniority shall govern.
- 5) Same as the contract.
- 6) Same as the contract.

It is understood by the parties that the vacation bid period will revert to the former once a year bid period upon expiration of the contract.

For the Employer

For the Union

Kim Trittin
Director of Human Resources

Jamie Gulley
Union Representative

**Letter of Understanding
between
SEIU Healthcare Minnesota
and
Fairview Red Wing Health Services**

This confirms the understanding reached during the 2009 collective bargaining between Fairview Red Wing Health Services and SEIU Healthcare Minnesota that employees authorized 72-80 hours per pay period who are currently receiving the employer's ninety percent (90%) premium contribution for single coverage health insurance shall continue such contribution provided they remain employed in the bargaining unit at their current 72-80 authorized hours level.

For the Employer

For the Union

Kim Trittin
Director of Human Resources

Jamie Gulley
Union Representative

**Letter of Understanding
between
SEIU Healthcare Minnesota
and
Fairview Red Wing Health Services**

The parties agree that the pay period start time may change from the 12:01 AM Sunday start time to a 12:01 AM Monday start time during the term of this agreement.

For the Employer

For the Union

Kim Trittin
Director of Human Resources

Jamie Gulley
Union Representative

**Letter of Understanding
between
SEIU Healthcare Minnesota
and
Fairview Red Wing Health Services**

The parties agree that the Labor Management Committee, as an item of first priority, will discuss the process for reassigning nurses within the main clinic.

The parties agree that the Labor Management Committee, as an item of first priority, will discuss issues related to an employee's inability to receive a break. Mutually agreeable options will be implemented.

For the Employer

For the Union

Kim Trittin
Director of Human Resources

Jamie Gulley
Union Representative

**Letter of Understanding
between
SEIU Healthcare Minnesota
and
Fairview Red Wing Health Services**

Any employee who was denied sick leave pay for an approved FMLA leave for her spouse or parent between January 1 and August 15, 2009, will be allowed to retroactively use her or his sick leave for such time. The union agrees to withdraw with prejudice any grievance and unfair labor practice charge (including NLRB case # 18-CA-19044) related to the use of sick leave for an employee's parent or spouse.

For the Employer

For the Union

Kim Trittin
Director of Human Resources

Jamie Gulley
Union Representative

**Letter of Understanding
between
SEIU Healthcare Minnesota
and
Fairview Red Wing Health Services**

This confirms the understandings reached during the year 2009 collective bargaining between Fairview Red Wing Health Services, hereinafter referred to as the Employer, and SEIU Healthcare Minnesota, hereinafter referred to as the Union:

- 1) The bargaining unit employees who served as members of the SEIU Healthcare Minnesota Negotiating Committee for the year 2009 negotiations shall be given credit toward eligibility for and accumulation of benefits and PTO for work hours lost up to their authorized hours for time actually spent in negotiations that we mutually agree were spent serving in that capacity. The Union will submit for the Employer's review, a proposed list of employees and the actual hours spent serving on the Committee in negotiations.

For the Employer

For the Union

Kim Trittin
Director of Human Resources

Jamie Gulley
Union Representative

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**Letter of Understanding
between
SEIU Healthcare Minnesota
and
Fairview Red Wing Health Services**

This confirms the understanding reached during the year 2009 collective bargaining between Fairview Red Wing Health Services and SEIU Healthcare Minnesota that newly hired clinic employees will receive eighty percent (80%) experience credit for prior work in their classification. However, in no event, shall any newly hired clinic employee's prior experience be reduced by more than twelve (12) months in determining the applicable experience credit. It is further understood that the above agreement will expire May 31, 2012.

For the Employer

For the Union

Kim Trittin
Director of Human Resources

Jamie Gulley
Union Representative

**Letter of Understanding
between
SEIU Healthcare Minnesota
and
Fairview Red Wing Health Services
General Surgery and Orthopedics On-Call Program**

This confirms the understanding reached during the 2003 collective bargaining between Fairview Red Wing Health Services and SEIU Healthcare Minnesota related to the on-call program for Clinic LPN's working in General Surgery and Orthopedics.

- The Clinic On-Call program may be cancelled with a ten (10) weeks notice from Fairview Red Wing Health Services.
- The Clinic On-Call Program will begin on July 1, 2003.
- On-Call schedules for the weekday begin at 5:00 pm on the day of call and end at 8:00 am the following morning.
- On-Call schedules for the weekend begin at 5:00 pm on Friday and end at 8:00 am the following Monday.
- If an LPN needs to work beyond 5:00 pm to complete her/his work on a day that she/he is also on-call, the call pay and responsibilities will begin after the completion of her/his regular shift that day.
- If called in to work in surgery, an LPN will receive a minimum of two (2) hours of pay.
- Pay for actual hours worked when called in to work while on call is one and one-half (1½) times the LPN's surgical rate of pay (the surgical rate of pay includes the per hour surgery differential).
- Fairview Red Wing Clinics will publish a call schedule at least ten (10) weeks in advance. Once the schedule is posted, an LPN needing a day off shall find her/his own replacement.
- LPNs from General Surgery, Orthopedics and those LPNs assigned to the on-call program from the OB/GYN area will rotate call assignments equally.
- The most senior LPN from those combined areas will have the option of participating.
- The holiday on-call rotation will be scheduled separately from the regular on-call rotation. LPNs will rotate the holidays for the on-call schedule. The initial schedule will be determined by LPN choice, utilizing contract seniority order. LPNs will be on-call a minimum of one holiday per year.
- If a holiday falls on a Friday before or Monday after an LPN's weekend call assignment, the holiday will be included in the on-call assignment.
- An LPN called in to work on a holiday will receive two times (2X) her/his surgical rate of pay for the actual hours worked for the call in.

For the Employer

For the Union

Kim Trittin, Director of Human Resources

Jamie Gulley, Union Representative

**Letter of Understanding
between
SEIU Healthcare Minnesota
and
Fairview Red Wing Health Services
New Site Opening**

The following represents the agreements reached between Fairview Red Wing Clinics and SEIU Healthcare Minnesota as a result of the opening of the new site:

1. Medical Laboratory Technicians newly hired after December 20, 2001 who work in the combined Hospital and Clinic Laboratory operations at the new site shall be covered by the provisions of the Collective Bargaining Agreement.

2. Current Hospital Medical Laboratory Technicians employed by the Hospital prior to December 20, 2001 who work in the combined Hospital and Clinic Laboratory operations at the new site shall be covered by the provisions of the Collective Bargaining Agreement except for the provisions in Article 2 – Union Security. Seniority for the current Hospital Medical Laboratory Technicians shall be defined as the employee’s continuous length of service from her or his most recent date of hire with Fairview Red Wing Health Services.

For the Employer

For the Union

Kim Trittin
Director of Human Resources

Jamie Gulley
Union Representative

**Letter of Understanding
between
SEIU Healthcare Minnesota
and
Fairview Red Wing Health Services**

The SEIU Healthcare Minnesota dues system is set to change in 2007, and will require an assessment of the Employer's ability to provide necessary information to process the dues efficiently.

The current system of reporting monthly, as agreed to in the May, 2006 Fairview Red Wing Clinics negotiations, is functional for this bargaining session, but will likely need updating during the Contract based on the yet-to-be-crafted dues system.

It is the desire of the parties that while the new system is being crafted, as well as when the new system is in effect, that the need for any new information will be quantified by the Union and the Employer will assess their information system at those times, and work with the Union to facilitate the efficient operation of dues deduction.

For the Employer

For the Union

By _____
Kim Trittin
Director of Human Resources

By _____
Jamie Gulley
Union Representative

Date _____

Date _____

Side Letter
between
Fairview Red Wing Clinics
and
SEIU Healthcare Minnesota

The parties have agreed that the Radiology employees covering Urgent Care will be scheduled as follows:

Radiology employees covering Urgent Care will be scheduled to work their full authorized hours for that pay period.

By _____
Kim Trittin
Director of Human Resources

By _____
Jamie Gulley
Union Representative

Date

Date

**Letter of Understanding
between
SEIU Healthcare Minnesota
and
Fairview Red Wing Health Services**

The parties have agreed that effective February 10, 2008 and for the remaining term of the Red Wing Clinic agreement (6/1/2009 – 5/31/2012) an LPN who is asked to cover call for unplanned absences and is called in to work in the operating room as a surgical assistant after surgery on-call schedule is posted will receive two times his/her surgical rate of pay for the hours worked with a minimum of two (2) hours of pay (the surgical rate of pay includes the per hour surgery differential.)

It is intended that this Letter of Understanding is a modification of Article 29 – On-Call and the Letter of Understanding titled General Surgery and Orthopedics On-Call Program of the current contract bargaining agreement for the remaining term of this agreement.

For the Employer

For the Union

By _____
Kim Trittin
Director of Human Resources

By _____
Jamie Gulley
Union Representative

Date _____

Date _____