Collective Bargaining Agreement

Between

St. Joseph's Medical Center
Brainerd

And

Minnesota's Health Care Union

LOCAL 113
SEIU
Leading the Way

Effective
May 1, 2010
through
April 30, 2013
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ST. JOSEPH'S MEDICAL CENTER-Brainerd, Minnesota
Protective Bargaining Agreement-Local 113

Preamble

This Agreement, made and entered into this first day of May, 2010, by and between the undersigned Medical Center and its successors, hereinafter referred to as the "Employer" or "Medical Center" and Minnesota's Health Care Union, SEIU Local 113, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE I - Recognition

1.1 The Medical Center hereby recognizes the Union as the sole and exclusive bargaining representative for all employees in the unit including the following:

- Nursing Aide
- Ward Clerk
- Radiology Clerk
- Patient Registration Clerk
- Courier
- Materials Management Aide
- Stockperson
- Cook
- Dietary Assistant
- Surgical Aide
- Floor Maintenance
- Environmental Services Aide
- Janitor
- Rehabilitation Aide
- Sterile Processing Aide
- Groundskeeper

And all such irrespective of status and regardless of classification or title and excluding the following:

- Registered Nurses
- Accredited Technicians
- Boiler Room Employees
- Accredited EKG Techs
- Anesthetists
- Department Heads
- Medical Technologists
- Doctors
- Office Employees
- LPN's
- X-Ray Techs
- Medical Records Clerks
- Engine Room Employees
- Physical Therapists

1.2 Classification or Title Change: No classification or job title may be changed or new classification or job title established to circumvent the spirit of this Agreement. In the event any new classification or job title is established by the Medical Center which falls within the bargaining unit, the wage rate for that classification or job title shall be negotiated by the Medical Center and the Union, and the rate agreed upon as a result of such negotiation shall become a part of this Agreement as of the date such classification or job title was established. No classification or job title shall be changed or established except upon at least ten (10) days written notice to the Union. Where the Medical Center and the Union are unable to agree on whether or not a new position is to be covered by
this contract, the Union, if it wishes to challenge the Medical Center’s decision, shall file a unit clarification petition with the National Labor Relations Board.

1.3 Definition of Student - Employee: For purposes of this Agreement, a “student” shall be defined as any person pursuing a regular course of instruction or training in any post-secondary school, college or university. The regular hours of a work week of any employee covered by this Agreement shall not be reduced, nor shall any employee be laid off for lack of work while any student is employed in the same classification. Students shall be considered supplementary employees over and above the regular workforce.

   (a) For purposes of this Agreement a “student” shall not include an individual who is currently in high school or has not attained the age of 18, whichever is later, nor shall the term “student” include individuals who are designated as “interns” by the Medical Center but who may no longer be in high school or who are older than 18 years of age. Individuals who are included within the categories immediately addressed in the preceding sentence shall not be considered covered by this collective bargaining agreement nor shall they be considered part of this bargaining unit. While individuals who are excluded from this Agreement shall not accrue any seniority if such an individual shall apply for a regular position at the Medical Center and if that individual meets the qualifications for that position as established by the Medical Center, that individual shall be given preference over an equally qualified individual who is applying for the position who is not an employee of the Medical Center.

   (b) An employee classified as a “Student” as defined in this Section 1.3 shall receive the minimum hourly rate for the classification the employee is assigned to and that individual shall also receive step increases as any other regular employee would.

1.4 No Discrimination: There shall be no discrimination against any employee because of Union affiliation that would reduce his/her wages, hours, working conditions or tenure of employment.

1.5 No Contradictory Rule: The Medical Center agrees not to enter into any agreement with any bargaining unit employee(s) which contradicts any express written provision of this Agreement. The Employer further agrees no statement or rule shall be made which conflicts with or contradicts any of the express written provisions of this Agreement.

1.6 Steward - Committee: The Employer recognizes the right of the Union to elect or select from its employees who are members of the Union, job stewards to handle Union business. It shall not be the practice of the job stewards to conduct Union business during work time or in work areas unless otherwise agreed to by Administration. The names of such job stewards shall be furnished to the Medical Center.

1.7 Representational Fee: No employee shall be required to become or remain a member of the Union as a condition of employment. Each employee shall have the right
to freely join or decline to join the Union. Each Union member shall have the right to freely retain or discontinue his or her membership. Employees who decline to join the Union will pay a reduced service fee equivalent to their proportionate share of Union expenditures that are necessary to support solely representational activities in dealing with the Employer on labor management issues. No employee shall be discriminated against on account of his or her membership or non-membership in the Union. The payments described above shall be required only after an employee has been employed for thirty (30) calendar days or thirty (30) calendar days following the date of this Agreement, whichever is longer.

In the event that the case of Bloom vs. National Labor Relations Board, decided by a panel of the Eighth Circuit Court of Appeals (8th Cir. August 7, 1998) is modified by the Eighth Circuit Court of Appeals or the U. S. Supreme Court issues a decision contrary to the Eighth Circuit's Bloom decision, the parties will reopen this Union Security Clause for the limited purpose of renegotiating its language to comply with the Eighth Circuit Court of Appeals or the U. S. Supreme Court's decision as the case may be. However, the remaining provisions of this Contract, including but not limited to Article XVI, shall continue in full force and effect.

1.8 Lists: Within thirty (30) days after execution of this Agreement, the Medical Center shall furnish the Union a list of all employees covered by the Union Security and the Health and Welfare provisions contained herein. Thereafter, a monthly list of all new hires with their address and terminations will be given to the Union by the 15th of each month.

1.9 Dues Checkoff: For the period from the execution of this collective bargaining agreement through April 30, 2013, the Medical Center agrees to deduct Union dues and initiation fees, or comparable enrollment and service fees for employees electing not to become Union members, from the wages of employees who voluntarily provide the Medical Center with a written authorization to make such deductions. The Medical Center’s obligation to continue to deduct Union dues and initiation fees or comparable enrollment and service fees, as provided for above, shall terminate as of May 1, 2013 unless the Union and the Medical Center mutually agree in writing to continue the current Collective Bargaining Agreement beyond that date. The “written authorization” described above shall not be irrevocable for a period of more than one year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made by the Medical Center from the wages of employees during each calendar month and will be transferred to the Union. In the event that no wages are due the employee or that they are insufficient to cover the required deduction, the deduction for such month will nevertheless be made from the first wages of adequate amount next due the employee and will thereupon be transmitted to the Union. Together with the transmittal of deductions referred to above, the Medical Center shall furnish the Union with a list of the employees for whom deductions were made.

1.10 The Union agrees to refund promptly any dues or fees found to have been improperly deducted and transmitted to the Union and to furnish the Employer with a record of such refund. If a dispute occurs between the Union and any employee over the
deduction of any dues or fees, the Union will hold the Medical Center harmless from any claim arising out of such dispute.

1.11 Good Standing - Termination: If any employee fails to make the required payment of dues and fees to the Union as provided for in Section 1.7, the Medical Center agrees to terminate his/her employment within two (2) weeks after receipt of written notice from the Union requesting such action. The Union shall hold the Medical Center harmless from any claim arising out of such a termination. The Union agrees to provide to the Medical Center copies of any notices sent, according to its present practice, to any employee whose good standing is in question, so the Medical Center may be advised of the pendency of termination proceedings.

1.12 Union Representative Access - Bulletin Boards Available: When the Business Representative for the Union desires access to the Medical Center, he or she shall first advise the Medical Center’s Administration or designee and may then meet with employees covered by the contract on non-working time in non-working areas of the Medical Center unless other arrangements are made in writing. A bulletin board in the Medical Center shall be made available to the Union for the purpose of posting Union notices.

1.13 Labor/Management Meeting: 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 Employer:

(a) To obtain and insure an adequate and competent staff.

(b) To promote and insure orderly and harmonious relations, cooperation and understanding between the Medical Center and the employees.

(c) To achieve the highest level of employee performance in promoting efficient and progressive patient care.

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 scheduled monthly or when the occasion arises for discussion and/or solution of reasonable and appropriate subjects with the Employer’s representatives and the Union’s representatives in attendance.

1.14 Probationary Period: The first ninety (90) days of employment of any new employee shall be a probationary period, during which the employee may be terminated with or without cause. In special cases the business representative or his/her designated representative may approve an extended probationary period not to exceed an additional thirty (30) days. The Union will not be unreasonable in granting such extension.

1.15 COPE: The Employer agrees to deduct and transmit to SEIU Local 113, COPE, an amount per pay period, from the wages of those employees who voluntarily authorized such contributions on the forms provided for that purpose by SEIU Local 113. 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.

If a dispute occurs between the Union and/or Medical Center and any employee over the terms and provisions of this section, the Union will hold the Medical Center harmless from any claim arising out of such dispute.

1.16 New Employee Orientation: A Union Steward will be allowed up to fifteen (15) minutes to discuss union membership during new employee orientation for employees covered by this Contract. Should a Union Steward not appear at the appointed time for this orientation, his/her opportunity to speak will be lost for that particular meeting and it shall be the Union Steward’s responsibility to speak with new employees on his/her own time.

ARTICLE II - Complaint, Grievance, Arbitration Procedure

2.1 It is mutually agreed that all grievances arising during the term of this Agreement shall be settled in accordance with the procedure herein provided. A grievance shall be defined as a controversy arising over the interpretation of or adherence to the written terms and provisions of this Agreement. The following procedures shall be followed when a dispute arises:

Step One: The employee will informally discuss and attempt to resolve the dispute with the employee’s supervisor.

Step Two: If the grievance is not resolved at the time of the Step One informal discussion, it shall be reduced to writing and submitted to the Director of Human Resources or designee. The written grievance shall describe the nature of the grievance being asserted, the section(s) of the contract allegedly violated, and it must be signed by the individual employee or employees alleging the grievance. The Union may file a grievance on behalf of individual employees or groups of employees, and in such cases, the Union will take all reasonable steps to inform the Medical Center as to the names of the employees so affected either at the time of the grievance or as soon thereafter as is practical and will otherwise be required to comply with the requirements provided for in this Article. In addition, the written grievance must be received by the Director of Human Resources or designee within ten (10) calendar days after the date of occurrence which necessitated the filing of the grievance. Grievances relating to wages shall be timely if received by the Director of Human Resources or designee within thirty (30) calendar days after the pay day for the period during which the grievance occurred. A grievance relating to pay shall refer to the employee’s regular pay as well as sick leave pay, vacation pay and overtime pay. Subsequent to receipt of the grievance, the Union may request a meeting with the Medical Center in order to discuss the grievance. The Medical Center will advise the Union in writing with respect to its position on the grievance.
Step Three: In case no settlement can be arrived at between the parties in Step One or Two above, the matter in dispute may be submitted to the Federal Mediation and Conciliation Service for resolution. Both parties must mutually agree to this non-binding mediation procedure. The utilization of Step Three does not prevent either party from utilizing the arbitration procedure in Step Four.

Step Four: If the grievance is not resolved in Step Two, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the Director of Human Resources or designee within ten (10) calendar days following receipt by the Union of the Medical Center's written reply to the grievance. The arbitration request shall be referred to a Board of Arbitration composed of one representative of the Union, one representative of the Medical Center, and a third neutral member to be selected by the first two. In the event the first two cannot agree upon a third neutral member within ten (10) days after submission of the grievance to arbitration, such third neutral member shall be selected from a list of nine (9) neutral arbitrators to be submitted by the Federal Mediation and Conciliation Service. The Board of Arbitration shall conduct a hearing and shall decide the grievance. The Board of Arbitration shall have only the power to interpret and apply the express written provisions of this agreement. The Board of Arbitration shall have no power to amend, delete, add to or modify in any way the written provisions of this agreement.

A majority decision of the Board of Arbitration will be final and binding upon the Union, the Medical Center and the employee. The fees and expenses of the neutral arbitrator shall be divided equally between the Medical Center and the Union; and the Medical Center and the Union shall be responsible for their own expenses. If either party requests that the arbitration hearing be transcribed by a court reporter, such transcript shall become a part of the record of the case and submitted to the Board of Arbitration, but the party requesting the transcript shall be responsible for its cost. This cost may be split between the parties by mutual agreement.

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited and shall not be submitted to arbitration. The time limitations provided for herein may be extended by mutual written agreement between the Medical Center and the Union. All time spent by employees of the Medical Center attempting to adjust a grievance pursuant to this Article shall not be considered hours worked, and the time spent shall not be compensated by the Medical Center.

ARTICLE III

3.1 Uniform - Wearing Apparel: Full-time and part-time employees working twenty (20) or more hours per week, who are required to wear a uniform, shall either be furnished the uniform by the Medical Center, or in its discretion, the Medical Center may provide a
uniform allowance. Uniform allowance for full-time employees shall be $105.00 per year and for part-time employees working twenty (20) or more hours per week, it shall be $80.00 per year.

Effective July 1, 2007 the uniform allowance shall be $115.00 per year for full-time employees and $90.00 per year for part-time employees working twenty (20) or more hours per week.

3.2 Wearing apparel furnished by the Medical Center shall remain the property of the Medical Center.

3.3 Any identifying device which an employee is required to wear shall be furnished by the Medical Center without cost to the employee. The employee shall be responsible for repair or replacement of any such device entrusted to her/his care.

3.4 Dining - Locker Facilities: Where employees bring their lunch, a dining room or cafeteria and locker facilities shall be available for their convenience. All employees shall be entitled to thirty (30) minutes for meals, without pay.

3.5 Accidental Dish Breakage: Employees shall not be held liable for accidental breakage of dishes during the course of their duties. However, this shall not apply to an employee who continuously breaks dishes due to carelessness or negligence.

3.6 Relief Periods: All employees shall be allowed, without reduction in pay, fifteen (15) minutes relief during each four (4) hour period. The above fifteen (15) minutes rest period shall be included in the regular work day.

3.7 Suffer No Higher Benefit Losses: Where wages, shift differentials, holidays or similar economic benefits specifically provided for by this Agreement are lower than those now received by an individual employee covered by this Agreement, that employee shall not have such benefit reduced by the execution of this Agreement.

ARTICLE IV - Work Week

4.1 Work Schedules: The Medical Center shall establish the work schedules for each employee subject to the following provisions. Employees will not work more than seven (7) consecutive days. Employees shall be scheduled to have at least three (3) Saturdays and Sundays off during each calendar quarter. Except in cases of emergency, employees will not be required to return to work within ten (10) hours following the end of the employee's regularly scheduled prior shift except that the Medical Center and the employee(s) may, by mutual agreement, agree to return to work with less than ten (10) hours.

4.2 Split Shifts: There shall be no split shifts except by mutual agreement between the Medical Center and the employee.

4.3 Scheduling Preference: In the scheduling of the regular work week and of days off, it will be the policy of the Medical Center to give preference to employees in accordance
with seniority as far as practicable and consistent with proper Medical Center management.

4.4 Posting of Schedules: Any change in the work week schedule shall conform to the standard set forth in this Agreement and shall be furnished to the Union within a reasonable period of time prior to the proposed effective date thereof. Work week schedules will be posted within seven (7) days prior to the first day of the new schedule. The reference in this Section to providing copies of changes in a work week schedule is intended to apply only to substantial modifications to the then existing work week schedules. This would include, by way of example, modifying work week schedules to go from a Monday through Friday schedule to a schedule including weekends.

4.5 Floating: When employees are rotated between floors, Nurse Staffing Office will rotate the least senior employee and continue moving up the seniority roster assuming that the individual to be floated is presently qualified to perform the required job duties. The intent of this section is that all employees will share as equally as is possible in float situations.

4.6 Overtime: Employees may be designated as working under the eight (8) and forty (40) overtime formula or the eight (8) and eighty (80) overtime formula. In the eight (8) and forty (40) system, employees who work in excess of eight (8) hours per day or forty (40) hours in a seven (7)-consecutive day week shall receive overtime at the rate of one and one-half times their regular rate of pay. In the eight (8) and eighty (80) system, employees who work in excess of eight (8) hours per day or in excess of eighty (80) hours in a fourteen (14)-consecutive day period shall receive overtime at the rate of one and one-half times the employee’s regular rate of pay. Employees will be advised of their overtime system.

4.7 Flexible Scheduling: If the Medical Center wishes to adopt a pattern of work schedules providing for work in excess of eight (8) hours per day, it shall meet with representatives of the Union and a vote will be expeditiously held among affected employees in the affected department. If a majority of those employees voting, vote in favor of the proposed schedule, that schedule shall be implemented subject to the following:

(a) The Medical Center shall retain written documentation of employees assigned to a flexible schedule. If the Medical Center elects to delete the flexible schedule of an employee(s) the Medical Center will give four (4) weeks’ written notice or a period of time equal to the length of the time normally covered by the Medical Center’s schedule of work hours, whichever is less. Affected employees in the affected department may elect to terminate the flexible schedule arrangement by a majority vote of those employees and this elimination of the flex schedule will be effective upon four (4) weeks’ written notice or a period of time equal to the length of the time normally covered by the Medical Center’s schedule of work hours, whichever is less.
(b) The basic work period shall be forty (40) hours per week. An employee shall be paid time and one-half (1-1/2) for work in excess of forty (40) hours per week.

(c) Shift differential, if applicable, shall be paid for the entire shift.

(d) Sick leave will be accrued at a rate proportionate to that specified in Article VI for employees who are not working a flexible work schedule. Sick leave will be paid for the total scheduled hours lost and shall be deducted from accumulated sick leave at the same rate.

(e) Vacations shall accrue at the rate proportionate to that specified in Article VIII for employees not working a flexible schedule.

(f) Eligible part-time employee, for holiday pay for holidays not worked, shall receive four (4) hours of holiday pay.

4.8 Exceptions to Scheduling Practices: Exceptions to the general pattern of scheduling set out in this Article may be made, in writing, between the employee and the Medical Center. However, in emergency or other unavoidable situations, the Medical Center may deviate from the general patterns of scheduling set out in this Article in order to maintain the operation of the Medical Center and/or provide proper patient care.

4.9 Overtime Spread Equally: No employee shall be required to take time off in lieu of overtime pay. Overtime work shall be spread equally, as far as practicable, among employees doing the same kind of work.

4.10 For employees regularly employed on the night shift, the weekend shall be Friday and Saturday (including nursing assistants and ward secretaries).

4.11 Employees will not be regularly scheduled to work more than seven (7) consecutive days of eight (8) hour shifts in a pay period. If employees are required by the Medical Center to work more than seven (7) consecutive days of eight (8) hours shifts in a pay period, the Medical Center will pay those employees at one and one-half (1 ½) times the employee’s regular rate of pay for such work. If the Medical Center and an employee mutually agree to work more than seven (7) consecutive days of eight (8) hour shifts in a pay period, the time and one-half premium shall not apply.

4.12 Casual Employees:

(A) Casual employees are defined as:

(1) Employees who do not have a regular position but work in a position on an “as needed” basis.

(2) Employees who work a regular position in the hospital that are cross-trained to another position to work on an “as needed” basis.
The following rules shall apply for casual employees:

1. Casual employees are eligible for shift and weekend differentials.

2. Casual employees are not eligible for benefits unless they are eligible for such benefits under their regular position (if applicable).

3. Any casual employee who is not part of the bargaining unit shall not be required to pay union dues unless he/she works an average of sixteen (16) hours per pay period in a contract position in a calendar quarter. If, at the end of the calendar quarter, it is determined that the employee has averaged sixteen (16) hours per pay period in that quarter, that employee shall then be obligated to pay the appropriate union dues or service fee for the next calendar quarter at which time another review will be undertaken to determine whether or not the employee is obligated to pay union dues and/or service fees for the third calendar quarter and so on thereafter. The provisions of this paragraph (b)(3) shall become effective with the commencement of the third calendar quarter for 2007 (July 1, 2007) and no dues or service fees will be due and payable pursuant to this paragraph until the commencement of the fourth calendar quarter of 2007 (October 1, 2007).

4. Casual employees must make themselves available to work up to two shifts per month if requested by the Medical Center.

5. Casual employees shall be classified in the same fair labor standards act status as their regular position if applicable. If there is not a regular position, casuals will be classified under the forty (40) hour per week overtime designation.

6. Trades between casuals and regular staff may be accomplished provided such trade is approved by the appropriate managers. If approved, the regular employee must use vacation time for the traded day.

7. Casual employees will be placed on the wage scale of the classification at the appropriate step based upon his or her experience. That employee shall then receive step increases as would otherwise be available for part-time employees as provided in Section 11.2.

8. Since casual employees are used to supplement the workforce, the Medical Center has the right to determine the appropriate number of casual employees and may terminate a casual employee’s position at any time with or without cause.

9. Casual employees may be used to temporarily fill in for a regular employee who goes on a leave of absence. If the temporary assignment is greater than
two weeks, a casual employee shall be obligated to pay union dues and/or service fees on the same basis as provided for in paragraph “(3)” above.

(10) Casual employees who work a holiday shall be paid time and one-half \(1\frac{1}{2}\) for hours worked up to eight (8) hours for each holiday worked.

(11) Casual employees who apply for a regular position shall have their casual hours count for seniority purposes. If a casual employee is hired into a regular position, the employee’s hours in the same classification shall be counted for seniority purposes.

(C) Casual employees can sign up for open and available shifts once the schedule is posted and the order of filling open shifts shall be as follows:

(1) Regular employees who are non-overtime shall be awarded the shift by seniority.

(2) If no regular employees have signed up, any casual employee who signed up for the shift shall be awarded it based on seniority, if it is on a non-overtime basis.

(3) If subparagraphs (a) and (b) above do not cause the shift to be filled, it will be filled on a first come first serve basis regardless of overtime status.

(4) If nobody has signed up for the shift, the Medical Center will determine if it needs to mandatorily assign the shift to meet workload needs. Mandatory shifts will be scheduled in reverse seniority order, but may be modified to ensure that overtime is spread equally pursuant to Section 4.9 or a different method may be utilized to fill the shift if there is a previously agreed upon department process that addresses this issue.

**ARTICLE V - Holidays**

5.1 Regular full-time employees shall receive the following holidays: New Year’s Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving, and Christmas. New employees hired on or after January 1, 1999, and each January 1 thereafter, but prior to July 1, 1999 and each July 1 thereafter, will receive one (1) floating holiday. Employees hired on or after July 1, 1999 and each July 1 thereafter, will not be eligible for a floating holiday until the next January 1. If a full-time employee is authorized and works on one of the designated holidays, except the floating holiday, the employee shall be paid two times the employee’s regular rate of pay for work performed on one of the designated holidays, except the floating holiday or, in the alternative, will receive their normal regular rate of pay plus another day off at the regular rate of pay within thirty (30) days before or after the holiday. Employees must have completed their ninety (90) day probationary period to be eligible for provisions of this subparagraph. The official day of the holiday shall be observed as the holiday for purposes of this Article.
5.2 All part-time employees (including Students) shall receive double time pay for hours worked on a holiday not to exceed eight (8) hours. If a part-time employee who works at least twenty (20) hours per week does not work on the holiday because the department is closed or because the employee is not asked to work, that employee will receive four (4) hours, at straight time pay, as holiday pay for that idle holiday.

5.3 Employees who are absent without good cause on the employee's last regularly scheduled work day prior to the holiday and/or absent without good cause on the employee's first regularly scheduled work day after the holiday shall not receive holiday pay.

5.4 Holidays Defined: For employees working on the night shift, to be considered working on a holiday, the majority of the employee's hours worked during his or her shift must be on the holiday.

5.5 Holiday Selection by Seniority: Each employee shall be given an opportunity in order of seniority to express his or her preference prior to the posting of the holiday work schedules.

5.6 Illness or Disability: If an employee is sick or disabled on a holiday, he/she may use sick pay and/or vacation for that lost day to the extent that the employee has accrued and unused sick pay or vacation. In the case of an illness or disability claimed on a holiday, the Medical Center may require reasonable proof of such illness.

5.7 If an employee's day off falls on a holiday, and he/she is required to work, he/she may receive an additional day off without pay in addition to the above compensation as set forth in Section 5.1 for working the holiday. If such full-time employee is not required to work, then he/she may receive an additional day off without pay within a two (2) week period.

5.8 For full-time employees working flex schedules as provided for in Section 4.7 holiday pay for holidays not worked will be based on the number of hours regularly scheduled up to a maximum of fifty-six (56) hours per calendar year. In the event the employee works the holiday, he/she will receive double time for the hours worked subject to the fifty-six (56) hour calendar maximum. In the event a full-time employee does not use his/her allotted fifty-six (56) hours by the end of the calendar year, those hours can be requested off. Part-time employees working a flex schedule, will continue to remain on the same pay system for legal holidays as before; double time (2X) for holidays worked up to a maximum of eight (8) hours of pay for that holiday and four (4) hours of holiday pay for holidays not worked. The floating holiday will be based on a maximum of eight (8) hours of pay for a day off taken as a floating holiday. Part-time employees will receive four (4) hours of pay for the day off taken as a floating holiday.

ARTICLE VI - Sick Leave

6.1 Accumulation: All full-time and part-time employees who work twenty (20) hours per week will earn eight (8) hours of sick leave for each 173.333 hours worked until the
employee has accumulated sixty (60) days of sick leave. Once sixty (60) days of accumulated and unused sick leave has been earned, the employee will not earn or accumulate any additional sick leave. Sick leave will begin to be earned again when an employee does not have sixty (60) days of accumulated and unused sick leave available.

6.2 Sick Leave During Probationary Period: During the probationary period, eligible employees will earn sick leave credit. However, sick leave may not be utilized for illnesses except for illnesses following completion of the probationary period.

6.3 Evidence of Illness: The Medical Center reserves the right to request a doctor’s statement whenever there is a question as to the use of sick leave.

6.4 Reporting of Absence: In order to qualify for the payment of sick leave, an employee must notify his/her department manager/supervisor or designee at least two (2) hours prior to the day shift and at least three (3) hours prior to the start of the evening or night shift.

6.5 Cash Payment: Employees hired prior to April 30, 1983 may accumulate only up to a maximum of forty (40) days of sick leave, but they shall be entitled to receive, as a cash bonus, on or before December 31 of each year, one day’s pay for each day of accumulated sick leave that he or she has accumulated in excess of the 40-day maximum. This payout of accumulated sick leave shall be paid at the rate of pay for that employee that was in effect on May 7, 2001. Except as modified above, the remainder of this Article shall apply to these employees.

6.6 Employees will be able to use up to three (3) accumulated and unused sick leave days per calendar year for the illness of members of the immediate family. The term "immediate family" shall include parents, spouse, children, brothers, sisters, grandparents, grandchildren and spouse’s parents.

ARTICLE VII - Leaves of Absence

7.1 Disability Leave of Absence: In the case of illness or physical disability including pregnancy which causes the employee to be unable to perform his/her regular job duties, that employee will be entitled to a leave of absence without pay during the period of such illness or disability up to a maximum of eighteen (18) weeks. An employee shall return to his or her regularly scheduled position if the employee returns within the eighteen (18) week period. Employees on a leave of absence pursuant to this Section 7.1 shall earn seniority for layoff purposes only during the leave of absence. Benefits earned prior to the commencement of the leave shall be available for use upon return to work. Sick leave payments as provided for in this Agreement shall be made only during the period of actual illness or physical disability subject to the maximum payments provided for in the sick leave article.

7.2 Serious Health Condition of Employee’s Spouse, Son, Daughter or Employee’s Parent: A leave of absence without pay will be granted to an employee for a period of up to twelve (12) weeks in order to care for the employee’s spouse, employee’s son,
employee's daughter or employee's parent if such spouse, son, daughter, or parent has a serious health condition necessitating care by the employee.

7.3 Leave of Absence Because of the Birth of a Son or Daughter or Because of the Placement of a Son or Daughter with the Employee for Adoption or Foster Care: A leave of absence without pay will be granted to an employee for a period of up to twelve (12) weeks for the birth of a son or daughter or for placement with the employee of a son or a daughter for adoption or foster care.

7.4 Personal Leave of Absence: Requests for leaves of absence for personal reasons shall be made in writing to the Medical Center. Such leave of absence, if granted by the Medical Center, shall not exceed one hundred twenty (120) calendar days. An employee returning from an authorized personal leave of absence shall be returned to his/her regularly scheduled position. Seniority for layoff purposes shall accrue during a personal leave of absence and benefits earned and accumulated prior to the leave may be utilized upon return from the leave of absence.

7.5 Leave of Absence Replacement: With respect to all leaves of absence, the Medical Center may hire an employee to replace the individual on leave of absence on a temporary basis. The temporary employee hired may be terminated by the Medical Center upon return to work by the regular employee. Such individual, if terminated, shall not be considered on layoff and shall have no recall rights. If, upon completion of the temporary assignment the employee assumes a permanent position prior to termination, the temporary employee's date of hire with the Medical Center shall be his/her date of hire as a temporary employee.

7.6 Benefit Accrual: Employees on a leave of absence shall not be eligible for any fringe benefits as provided for in this Agreement including but not limited to, length of service fringe benefits.

7.7 Funeral Leave: When a death occurs in the immediate family of an employee, the Medical Center will give a leave of absence without loss of pay not to exceed three (3) days. Immediate family is designated as spouse, brother, sister, step-brother, step-sister, daughter, step-daughter, son, step-son, father, mother, step-father, step-mother, grandparents, grandchildren, mother-in-law and father-in-law. Part-time employees will be paid for scheduled hours during the three (3) day period.

7.8 Jury Duty: An employee who is called for jury duty shall notify his/her supervisor at once. He/she will be granted a leave for jury duty and will be made whole for loss of pay during this period. He/she will report for work whenever his/her jury duty does not conflict. Any rearrangement of work hours and reshifting of other employees for that purpose will be made. His/her wage for jury duty will be computed as if he/she had worked the first shift at straight time and be paid minus the amount evidenced by his/her jury check. In no event shall jury allowance be made in any one (1) year to an employee for over four (4) weeks of such service. Whenever considered necessary by the Medical Center because of the needs of the Medical Center at a particular time or the difficulty of
substitution for the particular employee, said employee will cooperate with the Medical Center in requesting and obtaining a postponement of said jury duty.

7.9 The leaves of absence set forth in this article are cumulative and an employee may not be gone on a leave of absence for more than six (6) months in any twelve (12) month period.

7.10 The Medical Center reserves the right to require the employee requesting a leave of absence pursuant to this article to obtain certification from a physician attesting to the medical necessity for the leave and such other information as may be requested by the Medical Center. The Medical Center also reserves the right to require periodic recertifications while the employee is on a leave of absence. Upon the employee requesting to return from an authorized leave, the Medical Center may require the employee to submit a certification from a physician attesting to the employee’s ability to return to work and safely perform the duties of the position. The Medical Center reserves the right to have an employee examined by a physician of its choosing regarding these "certification" issues.

7.11 No leave of absence will be granted pursuant to Section 7.1, 7.2, 7.3 or 7.4 until an employee has been actively employed for six (6) months.

ARTICLE VIII - Vacations

8.1 Vacation shall be earned as of an employee's anniversary date on the following basis:

   (a) From 0 through 10,399 compensated hours - 80 hours of vacation;
   (b) From 10,400 hours through 16,639 compensated hours - 120 hours of vacation;
   (c) From 16,640 through 18,719 compensated hours - 144 hours of vacation;
   (d) From 18,720 through 20,799 compensated hours - 152 hours of vacation;
   (e) From 20,800 through 51,999 compensated hours - 160 hours of vacation; and
   (f) From 52,000 and above compensated hours - 200 hours of vacation.

Vacation will be accrued for a new employee from his or her commencement of employment and may be used by an employee after ninety (90) calendar days of employment. Terminal vacation will not be granted for employees with less than one (1) year of service, or in the event that the employee does not give proper notice as provided for in Section 8.2.

As of June 9, 1995 employees who are currently receiving three (3) or four (4) weeks of vacation will not have their vacation accrual schedule changed by virtue of the changes set
forth above. Those employees will move to the next vacation schedule based on the new 
compensated hours schedule set forth above.

8.2 Termination - Paid Accruals: Employees shall be granted terminal vacation pro 
rated from the above schedule if they have been employed continuously in the Medical 
Center one (1) year or longer and provide the Medical Center with at least two (2) weeks 
written notice of their pending termination.

8.3 Posting - Seniority - Vacation: A vacation sign-up sheet will be posted from 
January 1 to March 15 of each year. Assigned vacations will be posted on or about 
April 1. If April 1 is a Saturday or Sunday, the assigned vacation posting list will be posted 
on the following Monday. During the window sign-up period described above, seniority 
will be used in assigning vacation. After the window period expires, vacation will be 
awarded on a first come-first serve basis except for vacation requests received on the same 
day and that will be resolved by seniority. The vacation years shall be considered to 
commence on March 15 of a given year and will run through March 14 of the next year.

8.4 Request for Pay: With the exception of Section 8.3 above, vacation pay will be 
paid to any employee before he/she leaves for vacation, if so requested at least two (2) 
weeks in advance.

8.5 Part-Time Pro Rata: The above vacation provisions shall include and be applicable 
only to part-time employees regularly scheduled twenty (20) or more hours per week, on a 
prorated basis.

8.6 Holiday Occurrence: If a recognized holiday falls within the vacation of any 
employee, he/she shall receive compensation provided herein for such holiday in addition 
to his/her vacation pay.

ARTICLE IX - Seniority

9.1 Full-Time/Part-Time Lists: The Medical Center shall, within thirty (30) days of the 
execution of this Agreement, prepare a seniority list of all employees covered by this 
Agreement, specifying the seniority of each employee. Seniority shall be determined by 
the hours worked in the employee’s classification. However, dietary employees shall 
accumulate seniority based upon all hours worked in the dietary department rather than 
hours worked by classification. Seniority lists shall be placed and remain upon department 
and general Medical Center bulletin boards, and copies thereof shall be furnished to the 
Union. Annually, on or before February 1 of each year, such list shall be revised and 
corrected and posted as required above.

9.2 Timely Objections - Limitations: Within fifteen (15) days of the posting of any 
seniority list, any employee may file written objection to such list or lists with the Medical 
Center, and a copy thereof shall immediately be forwarded by the Medical Center to the 
Union. Such list or lists shall become permanent twenty (20) days after posting, unless 
objection, in writing, is given to the Medical Center by the Union.
9.3 Layoffs - Return Procedure: In the event of a layoff, the Medical Center shall recognize seniority and lay off employees in reverse order of seniority by classification except that special capabilities may be considered for positions requiring special skills. Employees shall be given fourteen (14) calendar days’ notice of layoff or pay in lieu thereof.

When needed, employees, by classification, shall be recalled in reverse order of layoff except that special capabilities may be considered for positions requiring special skills. Employees may only be recalled to the classification the employee held prior to layoff.

Employees shall retain recall rights for a maximum period of one year from the date of layoff. If an employee refuses an offer of recall he/she shall have no further recall rights.

The term “classification” as used in this collective bargaining agreement refers to the specific job titles listed in the Wage Scale found at Section 11.1 and not to the designations “Class I” through “Class V” found within the same Wage Scale.

9.4 Vacancies - Promotions and Transfers - Mandatory Procedure: When the Medical Center intends or desires to fill any position for which a bargaining unit member is eligible, notice of the vacancy will be posted so that all employees will be notified. In filling such an opening, the first consideration shall be to select the most qualified applicant to perform the duties of the position. If the Medical Center determines that qualifications are equal, the following will be used to break the tie:

(a) Existing seniority in the open positions;

(b) Existing seniority in the bargaining unit;

(c) Existing seniority in the Medical Center, regardless of position, since the employee’s most recent date of hire.

The open position will be posted for three (3) days, excluding weekends. The posting will include the following information: job classification; salary; status (full-time or part-time); and hours per payroll period.

When a position is filled on a temporary basis by an individual outside of the bargaining unit and the position becomes available on a permanent basis, the Medical Center will again post this position using the selection criteria described above.

When an employee obtains a new position that employee will be placed on the wage scale for the new position according to the following:

(a) Obtains a position in the same wage classification – The employee will be placed in the same step as their former position and any hours accumulated toward their next step increase shall carry forward to his or her new position;
(b) Obtains a position in a higher wage classification – The employee will be moved to a step in the new range that is closest to his or her current pay rate (without being lower) and any hours accumulated toward his or her step increase shall carry forward to the new position; and

(c) Obtains a new position in a lower wage classification – The employee will be placed in the same step as his or her former position and any hours accumulated toward his or her next step increase shall carry forward to the new position.

9.5 Mandatory A.W.O.P. Days: Employees who have accumulated 20,800 hours or more shall not be required to take more than four (4) mandatory absent without pay (A.W.O.P.) days per year except as described below. Should the Medical Center need to A.W.O.P. on any given day and there is not a junior employee in the department to take the A.W.O.P. day, then an employee who had achieved 20,800 hours could be A.W.O.Ped even if that A.W.O.P. would exceed the four (4) days. In order to be eligible for the 20,800 hour provision an employee must have earned the 20,800 hours in their current job classification.

9.6 Employees who have not accumulated the 20,800 hours as provided for in Section 9.5 shall be rotated by seniority for unlimited A.W.O.P. days per year.

9.7 For this section, accumulated hours will be calculated on May 1 of each year.

9.8 Employees who receive an absent without pay day will be allowed to have that day (eight hours or whatever his/her normal schedule for that day would have been) counted as compensated hours for benefit accrual and seniority purposes.

9.9 For employees who work in multiple job classifications, that employee will be assigned a "home" job classification. Seniority hours will be totaled for work performed in the multiple classifications for benefit accumulation and layoff purposes. However, hours accrued in the second job classification will be used in applying for an open job posting in that classification.

ARTICLE X - Termination of Employment

10.1 The Medical Center shall not discipline, suspend or discharge any employee covered by this Agreement without just cause. Notice of suspension or discharge shall be sent to the Union. Any discharge or suspension shall be subject to the grievance and arbitration procedure provided by Article II.

10.2 Any employee who wishes to resign his or her position shall give the Medical Center two (2) weeks' notice. An employee failing to give the Medical Center the required two (2) weeks' notice shall not be eligible for terminal vacation pay.
ARTICLE XI - Wages

11.1 Wage Scale: The minimum wage scales for the classifications of work covered by this Agreement shall be as follows: there shall be no across-the-board wage increases in the first year of the Contract; wage increases in the second year of the Contract shall be effective with the pay period commencing closest to May 1, 2011; and in the third year of the Contract shall be effective with the pay period commencing closest to May 1, 2012.
<table>
<thead>
<tr>
<th>CLASS I: Env. Svc Aide, Janitor, Dietary Asst.</th>
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<th>4</th>
<th>5</th>
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<table>
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<th>CLASS II: Courier, Mat Mgmt Aide, Rehab Aide, Rad Aide, Surg Aide, Nursing Asst</th>
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<th>CLASS III: Groundskeeper, Cook, Floor Maint, Stock Person</th>
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<table>
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<tr>
<th>CLASS V: Ward Clerk, Rad Clerk, Surg Clerk, Pat Reg Clerk</th>
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<td>$16.75</td>
<td>$17.09</td>
<td>$17.44</td>
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There shall be no across-the-board increase in the first year of the contract. Effective with the pay period commencing closest to May 1, 2011, employees will receive a one percent (1%) across-the-board increase. Effective with the pay period commencing closest to May 1, 2012, employees will receive a two percent (2%) across-the-board increase.
11.2 **Length of Service Increments**: Length of service pay increments shall be applicable to all employees and the minimum wage rate shall be according to the table below. No part-time employee shall receive any increase until he/she works the equivalent number of hours required to qualify, i.e., 2,080 hours for 1 year, etc. Employees will move to the next step increase upon reaching the required number of hours and will no longer have to reach not only the required hours but the actual years of service. This increase will be effective with the pay period commencing after the hour limit has been achieved rather than waiting till the end of the employee’s anniversary year.

First Year Step Freeze – From May 1, 2010 through April 30, 2011 no step increases will be granted. However, during this period hours will accrue towards movement on the step scale and any step increase that would have been earned during the period May 1, 2010 through April 30, 2011 but was delayed shall be effective with the first full pay period commencing after May 1, 2011.

11.3 **Lead Pay**: If the Medical Center establishes a lead person for any of the classifications listed in this Agreement, the rate of pay for such lead person classification will be forty-five cents ($0.45) per hour above the rate of pay for the applicable classification. The decision as to whether a lead person classification will be utilized shall be the decision of the Medical Center. However, lead pay will only be granted when the manager and supervisor are not present in the building and the manager has designated someone as "lead" and further, lead pay shall only be paid for hours actually worked.

11.4 **Shift Differential**: Those employees who work during the second shift (i.e., 2:30 pm to 11:00 pm) and employees who work during the third shift (i.e., 11:00 pm to 7:30 am), shall receive additional pay above the scheduled minimum rates as follows:

<table>
<thead>
<tr>
<th>Effective with the pay period commencing closest to May 1, 2007</th>
<th>Effective with the pay period commencing closest to May 1, 2008</th>
<th>Effective with the pay period commencing closest to May 1, 2009</th>
</tr>
</thead>
<tbody>
<tr>
<td>$.60 per hour</td>
<td>$.65 per hour</td>
<td>$.70 per hour</td>
</tr>
</tbody>
</table>

Shift differential premium shall be paid to second shift workers whose shift is so shortened at the election of the Medical Center so as to terminate prior to 11:00 pm. For any shift where the majority of hours worked are after 3:00 pm, shift differential shall be paid for the entire shift.

11.5 **Permanent Shift Choice**: Nursing Assistants with length of employment in the Medical Center of 24,960 hours or more, shall be afforded the opportunity to work a permanent shift of the Nursing Assistant’s choice subject to the following conditions:

(a) The offering of permanent shifts shall be objectively determined on a unit basis and shall not adversely affect the need to provide proper staffing and experience levels on all shifts.
(b) If not all Nursing Assistants who have completed 24,900 hours can be offered a permanent shift on a unit, such offering shall be made according to the order of seniority Article IX.

(c) To the extent that permanent day shifts are selected on a unit, it is understood and agreed that the balance of the staff on such units may be required to work additional relief and night shifts occasioned by the establishment of permanent day shifts.

(d) Eligible Nursing Assistants who cannot be offered a permanent shift on their present unit shall be given reasonable opportunity to transfer to other units where vacancies exist and where permanent shifts may be established provided that such Nursing Assistant is presently qualified, with station orientation, to perform the duties of the vacant position in the other units.

11.6 Higher Rates of Pay: A higher wage rate than the minimum rate set forth in Section 11.1 may be paid to employees if the Medical Center so desires. No employee receiving in excess of the above minimum wage rates shall suffer a loss in pay by reason of this Agreement.

11.7 Pay Days - Employer Computation: Definite pay days shall be established bi-weekly. An employee shall be permitted to know on what basis his/her pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of his/her total take home pay, if requested. Five (5) working days shall be allowed the Medical Center to make up and distribute the payroll.

11.8 Advance Notice - Work Guarantee: An employee who reports for work at his/her regular starting time for a shift of eight (8) hours or more will be guaranteed four (4) hours of work or four (4) hours of pay at his/her regular hourly rate in lieu thereof unless the employee is notified that he/she is not needed at least two (2) hours in advance of the day shift and three (3) hours in advance for the evening and night shifts. For shifts of less than eight (8) hours and for various meetings including, but not limited to, department and education meetings, the guarantee shall be one-half of that scheduled shift. In all cases an employee will be required to stay and work at the Medical Center for the entire period of the guarantee (either four (4) hours or one-half (1/2) of the scheduled shift). However, if the employee wishes to voluntarily leave prior to the end of the guarantee, the employee will be paid only for the time he/she has worked and will not receive the remainder of the guarantee.

11.9 Premium Pay - Returning to a Different Classification: An employee who is requested to report for work before or after his/her regular work shift at other than his/her own classification and in addition to his/her regular shift shall be guaranteed four (4) hours work or four (4) hours pay in lieu thereof at one and one-half (1-1/2) times his/her regular hourly rate of pay.

11.10 On-Call: For the inconvenience of being on-call, effective with the pay period commencing closest to May 1, 2007, an employee shall receive two dollars and seventy-
five cents ($2.75) per hour for each hour of on-call. Effective with the pay period
commencing closest to May 1, 2008, on-call shall be increased to three dollars ($3.00) per
hour for each hour of on-call. If an individual is called in to work from on-call status that
individual shall be guaranteed a minimum of two (2) hours of pay at the employee's base
rate of pay and there shall be no pyramiding. Specifically, as it relates to pyramiding, if an
individual is called in and then returns home and is then called out a second time within
the original two (2) hour guaranteed period, that individual shall not receive another two
(2) hour guarantee. A new two (2) hour guarantee would be available only if the
employee is called in again outside of the original two (2) hour guarantee period. The
Medical Center reserves the right to establish time periods that the employee must be able
to get to the Medical Center once called in to work. The Medical Center will discuss any
changes in report time at Labor-Management before implementing them.

11.11 Work on Scheduled Weekend Off: If an employee is required by the Medical
Center to work a shift on his/her scheduled weekend off, the employee shall be paid an
additional three dollars and fifty cents ($3.50) per hour for each hour worked on that shift.

11.12 Coordinator: The Medical Center reserves the right to establish a premium for
individuals who are designated by the Medical Center as "Coordinators." The amount of
the premium shall be at the discretion of the Medical Center but this premium shall not be
less than fifty-five cents ($.55) per hour. Further, the Medical Center has the right, in its
discretion, to eliminate this Coordinator premium and designation. Should this occur, the
employee will be returned to the appropriate step in the employee’s classification.

ARTICLE XII - Health and Welfare Modified and Maintained

12.1 Medical/Surgical Insurance: Effective on the first of the month following thirty (30)
calendar days of employment, full-time and part-time employees working in a position
requiring twenty (20) hours per week or more will be eligible to enroll in a group
medical/surgical insurance plan that is offered from time to time by the Medical Center to
non-contract employees. The Medical Center reserves the right, in its sole discretion, to
change the medical/surgical plan offered from time to time by the Medical Center to non-
contract employees. The Medical Center will pay eighty percent (80%) of the single
subscriber coverage for eligible employees electing this coverage.

12.2 Life Insurance: The Medical Center shall offer to eligible employees the
opportunity to enroll in a group term life insurance plan that shall be the same that is
offered from time to time by the Medical Center to its non-contract employees.

12.3 Disability Insurance: The Medical Center will provide, at no cost to eligible
employees, the disability insurance benefit plan that is offered to non-contract employees.
This plan will be available to all employees who average fifty-six (56) hours or more per
pay period. Any change to this Plan will be discussed in Labor Management before the
Medical Center implements any change.
12.4 Dependent Health Insurance: The Medical Center will contribute the following amounts per month toward dependent health insurance coverage for eligible employees electing that coverage:

<table>
<thead>
<tr>
<th>Effective May 1, 2007</th>
<th>Effective May 1, 2008</th>
<th>Effective May 1, 2009</th>
</tr>
</thead>
<tbody>
<tr>
<td>$120 per month</td>
<td>$140 per month</td>
<td>$160 per month</td>
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12.5 Dental Insurance: The Medical Center will establish and pay the full cost of a single employee dental insurance program for full-time and part-time employees who are regularly scheduled to work twenty (20) or more hours per week and coverage will become effective on the first of the month following thirty (30) calendar days of employment. In addition, eligible employees may elect to purchase family dental coverage at their own cost. The plan offered to employees covered by this contract shall be the same plan that is offered to the non-contract employees at the Medical Center, and the Medical Center reserves the right, in its sole discretion, to change the dental plan offered from time to time by the Medical Center to non-contract employees.

ARTICLE XIII - 401 (K) Plan

13.1 401(k) Plan. The Medical Center will provide to eligible employees, the opportunity to participate in the Medical Center’s 401(k) plan as it may exist from time to time and the Medical Center will match up to five percent (5%) of an employee's eligible compensation.

ARTICLE XIV - Social Security Continuity

14.1 The parties hereto agree to mutually cooperate and to perform all acts necessary to continue and extend coverage of any and all eligible employees under the Federal Social Security Act, as it may from time to time be amended.

ARTICLE XV - Management Rights

15.1 The management of the Medical Center and the direction of the working forces shall be vested solely and exclusively in the Employer except as specifically limited by the express written provisions of this Agreement. This provision shall include, but is not limited to, the right to determine the quality and efficiency of work performed; to determine the number of employees to be employed and the work which they are to perform; to discipline and discharge employees for just cause; to assign and delegate work; to require observance of reasonable employer rules, regulations and other policies; to schedule work and to determine the number of hours to be worked; to decide employee qualifications; to determine the methods by which service is performed and the equipment to be utilized furnishing such service and to change, modify or discontinue existing methods of furnishing service and/or use of equipment.
ARTICLE XVI - No Strike/No Lockout

16.1 There shall be no strikes or lockouts, of any kind whatsoever, during the term of this Contract.

16.2 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 Article II.

ARTICLE XVII - Drug Testing

The Medical Center may adopt a Drug Testing policy and any such policy adopted will be in the form of Exhibit A attached to this Agreement.

ARTICLE XVIII - Term of Agreement

18.1 Except as otherwise provided, this Agreement shall be effective May 1, 2010, through and including April 30, 2013.

18.2 This Agreement shall remain in full force and effect from year to year thereafter unless either party shall notify the other party in writing at least ninety (90) days prior to May 1, 2013, or May 1 of any year thereafter of its intention to change, modify or terminate this Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed the day and year as set forth below.

ST. JOSEPH’S MEDICAL CENTER  MINNESOTA’S HEALTH CARE UNION
BRAINERD, MINNESOTA  SEIU LOCAL 113

By_______________________________  By_______________________________
 Its_______________________________  Its_______________________________
Dated____________________________  Dated____________________________
Purpose:
St. Joseph's Medical Center (SJMC) is committed to maintaining a work environment that is free from the influence of illegal drugs and alcohol to protect the health, safety, and well-being of our employees. SJMC has therefore adopted this Drug and Alcohol Testing Policy for Employees. This Policy is not intended as and should not be construed as a contract with any employee. This Policy applies to all employees of SJMC and all persons conditionally offered employment with SJMC.

Policy:
SJMC prohibits the use, possession, transfer, and sale of alcohol and illegal drugs while working, while on all premises owned or operated by the SJMC, and while operating any SJMC vehicle, machinery, or equipment. It also prohibits reporting for work and working anywhere on behalf of SJMC under the influence of alcohol or illegal drugs. This policy applies to all official or unofficial break and meal periods, and all other times during the working day in which an employee has reported for work, including unpaid meal breaks.

"Illegal drugs" means inhalants and controlled substances, and includes medications which contain a controlled substance which are used for a purpose, in an amount, or by a person for which they were not prescribed or intended.

The use and possession of properly prescribed drugs or medications is permitted provided that it does not interfere with the employee's job performance or pose a direct threat to the health or safety of the employee and/or others.

The only exception to this policy is the responsible use of alcohol at official company sponsored social or business events at which alcoholic beverages are served.

Violation of this policy may result in discipline up to and including discharge.

Procedure:

A. Persons Subject to the Policy

All employees of SJMC, including all managerial, sales and office employees, and all persons conditionally offered employment with SJMC are subject to testing.
B. When Testing May be Required

1. **Applicants**. All candidates who have received conditional offers of employment will be required to undergo a drug test.

2. **Employees**. An employee may be tested in the following circumstances:

   a. **Reasonable Suspicion**. An employee may be requested or required to undergo a drug and/or alcohol test if there is a reasonable suspicion that he or she:

      (1) Is under the influence of alcohol and/or illegal drugs; or

      (2) Has violated the policy statement above; or

      (3) Has caused a work-related accident or has operated or helped operate machinery, equipment, or vehicles involved in a work-related accident; or

      (4) Has caused himself or herself or another employee to sustain a personal injury. In the event of such an injury, testing will be required prior to or concurrent with medical treatment when feasible.

      For purposes of this policy, a reasonable suspicion that permits testing may be based on one or more of a number of factors, including, but not limited to: smelling of alcohol or marijuana, displaying physical signs or symptoms customarily associated with alcohol or drug use (e.g. glassy eyes, slurred speech), displaying violent or unusually confrontational or argumentative behavior, showing a major personality change, disregarding safe operating procedures of equipment/machines or placing another person’s safety in jeopardy by intentional or unintentional actions.

   b. **Treatment Program Testing**. An employee who has been referred for chemical dependency evaluation or treatment by SJMC or who is participating in a chemical dependency program under an employee benefit plan, may be requested or required to undergo a drug and/or alcohol test without prior notice at any time during the evaluation and treatment period, and for up to two years following completion of any prescribed chemical dependency treatment program.

   **Important Note**  
   Physician prescribed use of drugs or controlled substances can adversely affect workplace safety and job performance.
Therefore, if you are taking any such medication, you should inform the prescribing doctor of the nature of your job and ask whether the medication poses a threat to your health or safety on the job, or to that of others. If your doctor believes that such a threat exists, you must inform your supervisor accordingly.

**C. Right to Refuse to be Tested**

An applicant or employee has a right to refuse to be tested. However, any applicant who refuses to submit to a test, who refuses to comply with any requirement imposed by this policy, or who engages in behavior which prevents meaningful completion of testing will have the offer of employment revoked. Any employee engaging in such actions will be subject to disciplinary action up to and including discharge.

**D. Consequences of a Negative Test**

If the result of the initial drug and alcohol screening is negative, or if the results of the confirmatory test or confirmatory retest (these tests are explained below) are negative, the applicant or employee is considered to have satisfactorily completed the drug and/or alcohol test.

**E. Consequences of a Positive Test**

1. **Initial Screening.** If the initial result on the drug and alcohol screening is positive, the sample which was tested will automatically be subject to a confirmatory test. No employee will be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation solely on the basis of a positive result on an initial screening.

2. **Confirmatory Test - Applicants.** If the confirmatory test result is also positive, the offer of employment will be revoked.

3. **Confirmatory Test - Employees.** If the confirmatory test result is also positive, the employee may be subject to disciplinary action, up to and including discharge, subject to the following:

   a. **First Positive Test Result.** An employee will not be discharged for a positive result on a confirmatory test for alcohol and/or illegal drugs which was the first such result on a test requested or required by SJMC unless he or she has been given the opportunity to participate in a drug or alcohol counseling or rehabilitation program and either has refused to participate or has failed to successfully complete the counseling program.
Employees required to attend a counseling or rehabilitation program will be required to inform the SJMC of the type of program to which they have been referred. If the counseling or rehabilitation program permits immediate return to work, the employee will be returned to work on the next regularly scheduled shift.

If the employee is referred to an outpatient treatment program, then the employee must agree to attend and must provide SJMC with certification from the treatment provider regarding the expected length of treatment. The employee will be returned to work only after the treatment provider certifies the employee’s ability to return. If the employee is certified to return before completion of the outpatient program, the employee will be asked to provide weekly certification from the treatment provider of continued participation in the outpatient program. If the employee fails or refuses to provide such certification, the company will not return the employee to work prior to completion of the program. In all cases, the employee must present evidence of satisfactory completion of the treatment program in order to maintain employment.

If the evaluation results in a referral to inpatient treatment, the employee must agree to attend and will not be returned to work until the company receives evidence of satisfactory completion of the program.

b. Subsequent Positive Test Result. An employee who received a positive result on a confirmatory test for alcohol and/or illegal drugs requested or required by SJMC and who has previously received a positive result on a confirmatory test for alcohol and/or illegal drugs requested or required by SJMC may be disciplined up to and including discharge.

F. Suspensions

Employees may be suspended from work without pay pending the receipt of testing results if SJMC believes that doing so is consistent with a safe workplace. Any employee who has been suspended and who receives a negative result on the drug and alcohol test will be reinstated with full back pay.

G. Appeal Rights

Any applicant or employee who tests positive on a confirmatory test will have three (3) working days following the day on which the employee is
notified of the positive confirmatory test result to disclose drugs/medications that he or she has taken and/or other information to explain the test result. In addition, an applicant or employee who tests positive on a confirmatory test will have five (5) working days following the day on which he or she is notified of the confirmatory test result to advise SJMC in writing of his or her desire to request a confirmatory retest of the original sample at the individual’s own expense.

H. How Tests are Conducted

1. **Authorized Laboratory.** Testing will be conducted by a laboratory authorized under Minnesota law to perform alcohol and drug tests. All testing will be based upon urine and/or blood samples, or any other technology deemed appropriate by the testing laboratory.

2. **Sample Collection.** Employees requested or required to take a drug and/or alcohol test may be escorted by a manager, supervisor or other appointed individual to the designated sample collection site (SJMC Laboratory). If the designated sample collection site is not open at the time that testing is requested, a sample may be collected by visiting the SJMC emergency room.

3. **Employee Notification Form.** An applicant or employee who is to be tested for illegal drugs and/or alcohol will be given a copy of this drug and alcohol testing policy and an opportunity to read it before testing occurs.

4. **Use of Additional Information.** Any medical information provided by an applicant or employee after a confirmed positive test result will be used solely for the purpose of evaluating the reliability of the drug and alcohol test administered to the employee. Nobody will be discharged, disciplined discriminated against, or requested or required to undergo rehabilitation based upon medical history information provided in response to a confirmed positive test result unless the individual had a duty to provide that information before, during or after the time he or she was hired.

I. Communication of Test Results

Within three (3) working days of receiving a test result from a testing laboratory, SJMC (or its designated medical review officer) will notify the applicant or employee, in writing, of the test results and the individual’s right to a copy of the test result report. If the confirmatory test is positive, SJMC (or its designated medical review officer) will also notify the individual of his or her additional rights.
J. Confidentiality

Test result reports and other information acquired in the testing process are private and confidential information except where permitted or required by law.

Important Notice:

The policies, rules and procedures contained in this policy supercede any and all existing company shop rules, regulations booklet, policy manual, or other policy statements to the extent that there is any inconsistency.
Letter of Understanding No. 1  
Between  
St. Joseph’s Medical Center  
And  
SEIU Local 113

PTO

Should either party, during the life of this contract, wish to discuss Paid Time Off (PTO) the parties agree to do so.

ST. JOSEPH’S MEDICAL CENTER  
BRAINERD, MINNESOTA  

MINNESOTA’S HEALTH CARE UNION  
SEIU LOCAL 113

By_______________________________  
Its_______________________________  
Dated____________________________

By_______________________________  
Its_______________________________  
Dated____________________________
Letter of Understanding No. 2  
Between  
St. Joseph's Medical Center  
And  
SEIU Local 113  

HOLIDAY SCHEDULING FOR ENVIRONMENTAL SERVICES

The parties have adopted the terms and procedures for scheduling holidays for the Environmental Services Department that are set forth in the Holiday Scheduling Environmental Services April 2000 memo and the attachment thereto which are attached to this Letter of Understanding.

ST. JOSEPH’S MEDICAL CENTER  
BRAINERD, MINNESOTA

By_______________________________  
Its____________________________  
Dated____________________________

MINNESOTA’S HEALTH CARE UNION  
SEIU LOCAL 113

By_______________________________  
Its____________________________  
Dated____________________________
Attachment to Letter of Understanding No. 2

Holiday Scheduling
Environmental Services
April 2000

1. The scheduling of holidays will be determined by seniority.

2. A holiday sign-up sheet will be posted 4-6 weeks in advance of each holiday. Staff members will be allowed to indicate which holidays they prefer to work on an ongoing basis on the sign-up sheet.

3. When a sufficient number of staff members have not expressed an interest in working a holiday, needs will be met by scheduling those staff members with the least seniority. The process will begin at the bottom of the seniority list and continue upwards until the needs for that particular holiday have been met.

4. Final, approved schedules will be posted approximately 4-6 weeks prior to actual shifts.

5. SJMC Management will monitor and evaluate the willingness of all staff members to work holidays on an annual basis. If it becomes apparent that individuals with high seniority fail to volunteer to work any holidays, SJMC Management will revert back to the system in place as of January 1, 2000 (see attached). If and when this action becomes necessary, thirty (30) days written notice will be given to Local 113 Bargaining Unit members before such action is effected.

Vacation Scheduling

1. Due to the uncertainty involved with Holiday Scheduling during the period between January and March this current year, Vacation scheduling will be accomplished in accordance with the Contract with the following exception:

   • Final approval of Vacation requests by SJMC Management will be deferred until Friday, May 5, 2000.
Housekeeping Holiday Practice Guidelines
(Effective: 3/4/99)

♦ Before the beginning of the year, the total number of holiday shifts will be determined and then divided by the number of staff to arrive at the number of shifts each person will be responsible for. If the number of shifts is not a whole number, will start with the most senior person and subtract 1 day and proceed to the next person and continue this process until the needed number of shifts will be covered. If the number of personnel change (more people or fewer people in the future), this will affect how many holidays each person may work.

♦ Each person will be able to give their preference as to the holidays they wish to work. Once this data has been gathered, the manager will grant these based on a preference towards seniority.

♦ Christmas Eve and Christmas are considered an exception. An employee cannot have both off during a year and will have to choose one or the other. However, if approved by the manager, a vacation request may be granted for the week off that includes Christmas Eve & Christmas Day, provided they agree to work both Christmas Eve and Christmas Day the following year.

♦ Once employees have been assigned their holidays to work, if a person finds a replacement, then it will still count as a holiday for the person. It will not count as a holiday for the person who volunteered to fill in. This is only used for determining the number of holidays worked for meeting the required holidays worked and does not affect the Union contract language.

♦ If additional unscheduled holiday shifts become available during the year, we will solicit volunteers for them. If no volunteers are identified, employees will then be assigned these shifts. The assignment of additional holiday shifts will start with the "least senior" employee who is scheduled for less than 4 holidays during the year, and this process would continue to the next "least senior" person, until all needed holiday shifts are filled.

♦ This process will start over and repeat each calendar year.