RIVER'S EDGE
Hospital & Clinic
Merging Streams of Health Care

Technical Unit

COLLECTIVE BARGAINING AGREEMENT

Effective Date in 2017 -
December 31, 2019
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PREAMBLE

This Collective Bargaining Agreement ("Agreement") is made and entered into by River's Edge Hospital and Clinic ("REHC" or the "Employer") and SEIU Healthcare Minnesota Local 113 (the "Union").

ARTICLE 1

INTRODUCTION

This Agreement is made and entered into by and between River's Edge Hospital and Clinic address 1900 North Sunrise Drive, St. Peter, MN 56082 (hereinafter referred to as "REHC" or the "Employer") and SEIU Health Care Minnesota (hereinafter referred to as the "Union"). The Employer and the Union are thus the "Parties" to this Agreement. Labor relations and collective bargaining at REHC and under this Agreement are governed by and in accordance with the Minnesota Charitable Hospitals Act. Nothing contained in the Agreement shall be construed to impair any of the rights of the Employer, the Union or any employee under municipal, state or federal law.

ARTICLE 2

SUCCESSORSHIP AND SUB-CONTRACTING

2.1 Successorship

In the event of a transfer, sale, merger or assignment or other transaction affecting ownership of the Employer's facility, the Union shall be notified expediently, and in advance, of such action. The Employer will advise a prospective buyer of the existence of this collective bargaining Agreement and as a condition of sale demand the buyer retain all current employees and maintain the wages, benefits and conditions constituting the Agreement.

2.2 Subcontracting

The Employer will not subcontract or relocate work currently performed by Bargaining Unit employees without: i) first giving the Union reasonable notice of its intent to do so; and ii) upon demand of the Union engaging in bargaining over the effects of any such subcontracting or relocation decision.
ARTICLE 3

RECOGNITION

3.1 Recognition

The Employer recognizes the Union as the exclusive collective bargaining representative for a bargaining unit comprised of all full-time and regular part-time technical employees employed by the River’s Edge Hospital and Clinic in its hospital and clinic facility located at 1900 N. Sunrise Drive, St. Peter, MN 56082, including the following classifications (“Bargaining Unit”): Patient Care Technician/Emergency Medical Technician; Licensed Practical Nurse; Medical Laboratory Technician; Medical Technologist; Paramedic; Physical Therapy Assistant; Radiological Technologist; Ultrasound Technician; Surgical Technician; Phlebotomist/Lab Assistant, and excluding the following: all employees in Casual, On Call or Temporary status; all professionals and all business office employees; all other non-professional employees; and all Managers, Supervisors, and Guards.

3.2 Classification or Title Change

In the event the Employer and the Union are unable to agree after bargaining in good faith as to the inclusion or exclusion of a new job classification not specified in the Recognition clause in Section 3.1, above, then the Parties shall submit the issue to BMS for determination in a Unit Clarification proceeding. The Bureau shall determine whether the new or different classification is to be included in the Bargaining Unit by applying the standards established by the Bureau and applicable under the Charitable Hospitals Act. After the Bureau decides upon the inclusion of any new or different classification into the bargaining unit, the classification shall be included within the terms and conditions of this Agreement, the wage rate of such classification or title shall be negotiated by the Employer and the Union and the rate resulting from such negotiation shall be negotiated and when agreed upon shall become a part of this Agreement as of the date on which BMS issues a determination, if at all, that such position or title is included within the Bargaining Unit.

3.3 No Change to Defeat Contract

No classification or title shall be changed or new classification or title created to defeat the spirit of this Agreement. No classification or title shall be changed or created, except upon at least ten (10) calendar day's written notice, or as soon thereafter as possible in cases of emergency, to the Union prior to the effective date of the same, which notice shall specify in detail the proposed change, establishment.

3.4 Non Discrimination

The Employer and the Union agree that there will be no discrimination against any employee by the Employer or the Union because of Union activity, Union membership or
non-membership, race, creed, color, religion, sex, sexual orientation, national origin, age, genetic information, or disability.

This Agreement shall be administered in accordance with applicable provisions of the Minnesota Charitable Hospitals Act, the Americans with Disabilities Act (as amended), the Civil Rights Act of 1964, Title VII (as amended), the Civil Rights Act of 1991, the Minnesota Human Rights Act, the Age Discrimination in Employment Act and all other federal, state and local labor employment laws applicable to Employer’s workplace.

3.5 No Contradictory Agreement

To the limited extent of any conflict with any of the provisions of this Agreement, the Employer agrees not to enter into any agreement or contract with any of its Bargaining Unit employees, either individually or collectively.

3.6 Reasonable Rules

It is recognized that the Employer has the inherent right to make and enforce reasonable rules that do not conflict with or contradict the language of any of the provisions of this Contract Agreement.

ARTICLE 4
UNION SECURITY

The Union shall be the sole representative for Bargaining Unit employees.

After completion of the introductory period of sixty (60) calendar days of employment, this Collective Bargaining Agreement provides the Employee with the following two (2) choices:

1. Each Bargaining Unit employee may elect to become a Union member and to participate fully in the affairs of the Union by paying to the Union an initiation fee and monthly dues.

2. Each Bargaining Unit employee may alternatively elect not to become a Union member and to instead pay to the Union a service fee and monthly fees (in amounts not to exceed monthly Union dues).

At the time of employment, a new Bargaining Unit employee shall be informed by the Employer and the Union that his or her employment is subject to this Agreement and, in particular, to the payment requirements in this section.

As a condition of employment it is the Employee’s responsibility to ensure that required payments to the Union are made on a timely basis. Employees may voluntarily elect to have Union dues and fees deducted from their checks and sent to the Union.
Good Standing: All Employees covered by this Agreement who are now or may hereafter become members of the Union shall during the life of this Agreement, remain in good standing with the Union as a condition of employment. "In Good Standing with the Union," for the purpose of this Agreement, is defined to mean the timely payment of a standard initiation fee and standard regular monthly Union membership dues or, in the alternative, the timely payment of a service fee and initiation fees, which two alternatives are universally available to all Bargaining Unit employees and the election between, and compliance with, which is uniformly required as a condition of employment in the Bargaining Unit.

Payments made to the Union under this section shall be required only after an Employee has completed sixty (60) calendar days of employment. Union Members' initiation fees and monthly dues required by Item 1 (above) shall be due and payable upon the sixty-first (61st) day of employment and must be paid with ten (10) days thereafter and subsequent monthly dues shall be paid by the 10th day of each month. Non-Members' fees required by Item 2 (above) are due and payable upon the sixty-first (61st) day of employment and must be paid within ten (10) days thereafter and subsequent monthly fees shall be paid by the 10th day of each month.

Any Bargaining Unit employee electing to pay the initiation or service fee and the monthly dues or monthly fees who is delinquent in making the payments required herein for more than thirty (30) calendar days is not considered to be in Good Standing with the Union and shall be terminated by the Employer upon demand made in writing by the Union. Except where longer notice is required to assure safe patient care, termination shall occur within three (3) calendar days after Employer's receipt of written demand from the Union to the Employer accompanied by evidence of reasonable notice to Employee of same and of the Union's reasonable efforts to collect the delinquency from the employee before making such demand.

The Union will also send copies to the Employer of the various warnings sent to the employee pursuant to its present practices so that the Employer may take steps designed to keep the employee in Good Standing.

The Union shall indemnify and hold harmless the Employer from any and all claims of an employee so terminated. In addition the Union agrees that such termination that it has demanded may not be the basis of a grievance under this Agreement nor may such termination be the subject of a claim by the Union for violation of this Agreement in any other forum.

(A) Dues/Fees Deductions: The Union shall provide the Employer with an invoice once each month showing the amounts due the Union from each Bargaining Unit employee who has voluntarily provided written authorization (which authorization has come into the Hospital's possession) permitting the Employer to make payroll deductions for required payments to the Union. An employee's written authorization shall not be irrevocable for a period of more than one (1) year, or beyond the expiration date of this
Agreement, whichever occurs sooner. In making payroll deductions for required payments to the Union the Employer is expected and entitled to rely on the Union’s invoice as representing the proper required payments to the Union for each employee in that month.

Deductions shall be made from the wages of employees' in the first (1st) pay period of the month in which the payment is due. Withheld amounts will be forwarded to the Union by the tenth (10th) day of the month following the actual payroll deduction, together with a copy of the Union invoice on which the Employer has relied in making such deductions, and an accurate record regarding who they deducted money from and the amount so deducted. The Union will indemnify and hold harmless the Hospital from any dispute with an employee concerning deductions made.

The Employer agrees to implement all the terms of dues checkoff authorizations submitted to the Employer by the Union and agreed to by the employee. The Employer shall adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, procedure for revocation, amount of dues deducted, and all other provisions agreed to by the employee as stated in the authorization, irrespective of the employee’s membership in the Union.

The Employer shall make payroll deductions in the order required by law and as provided in this Agreement. Tax withholdings shall be the first withholding priority, legally-required garnishments shall have the next categorical priority, employee benefits deductions shall follow, and after that Union required payment deductions under this Article shall be made. In any particular payroll period, in the event that no wages are due an employee who has authorized deductions for required payments to the Union, or that such employee’s wages are insufficient to cover the required payments amount(s), the deduction for such month will then instead be taken from the first payroll check next due the employee where wages have been paid sufficient to cover the deduction amount appearing in the Union invoice. When it transmits required payments to the Union that it has deducted, the Employer will notify the Union that this shortfall has occurred and will transmit the required payment amount(s) to the Union in future transmittals once the deductions have been made successfully.

If deductions have been withheld for payments under this Article where they are not owed, as reflected on Union amended or subsequent invoices presented to the Employer, the Union agrees to promptly refund any dues and fees found to have been over-deducted and transmitted to the Union.

Employer shall provide the Union with all of the information identified below in an electronic format and will upload the file to the Union’s secure website by the required due date.

1. For Newly Hired Employees the list must include: The employee’s first and last name, Employee Identification Number (“EIN”), original hire date, complete address, phone number, current job classification, hourly wage rate of pay, and the total
number of hours the employee has worked during the pay period. This list must be provided monthly.

2. For Transferred Employees the list must include: The employee’s first and last name, EIN, original hire date, complete address, phone number, current job classification, hourly wage rate of pay, and the total number of hours the employee has worked during the pay period and the date of transfer into or out of the bargaining unit job classification along with the job classification that the employee is transferring into or from. (This applies to employees transferring within two different bargaining unit job classifications or transferring into or out of a bargaining unit job classification.) This list must be provided monthly.

3. For Terminated Employees the list must include: The employee’s first and last name, EIN, and the date on which the employee has terminated from a bargaining unit job classification. This list must be provided monthly.

4. For Employees on Leave of Absence the list must include: The employee’s first and last name, EIN, and the date on which the leave begins, and the date on which the employee returns from the leave of absence. This list must be provided monthly.

5. For all Changes to Employee information the list must include: The employee’s first and last name, EIN, original hire date, complete address, phone number, current job classification, hourly wage rate of pay, and the total number of hours the employee has worked during the pay period. This list must be provided monthly.

6. For all Hours Reported the list must include: The employee’s first and last name, EIN, the total number of hours the employee has actually worked during the pay period and the pay period start and end dates for which the hours were worked. This list must be provided monthly.

Annual Data Request: Upon official notice from the Union, the Employer will provide updated information for each Bargaining Unit employee, including but not limited to, any additional information reasonably requested by the Union for purposes of administering the Union Security provisions of this Article 4. This information will be submitted electronically and uploaded to the Union’s secure website.

One time each year the list to be provided in numbers 1-6, above, must include all of the following information: The employee’s first and last name, EIN, original hire date, complete address, phone number, current job classification, hourly wage rate of pay, total gross income, and total annual amount of dues that had been deducted for the year.
ARTICLE 5
UNION REPRESENTATION

5.1 Union Representation

The Union shall appoint Stewards each of whom shall be recognized as the representative of the Union for all matters arising under this Agreement as may be delegated to them by the Union. Stewards generally have authority to represent the Union on all matters with the Employer (for example, to distribute and share information to new members, file grievances, represent members in grievance process) except those as to which the Union has notified the Employer in writing that stewards do not have such authority. The names of such union stewards shall be furnished, in writing, to the Employer, and any changes in stewards shall be reported to the Employer in writing.

5.2 Time for Investigation of Grievances and Labor Management Committee

It is the philosophy of both the Union and the Employer that a cooperative relationship is in the best interest of the parties. To this extent, stewards shall be allowed adequate time on the clock to investigate issues that could lead to or are grievances or to attend Labor Management Committee or grievance meetings with prior approval of the supervisor, in an effort to resolve problems expeditiously.

The Union shall furnish to the Employer a complete list of Stewards, which shall be amended from time to time as may be necessary. Stewards shall be entitled to an unpaid leave of two (2) days each calendar year for Steward Training and Education. The Union must notify the Employer at least four (4) weeks in advance thereof.

5.3 Negotiating Committee

In the negotiations for an agreement to follow this Agreement, for all bargaining sessions, any Bargaining Unit employee shall receive PTO accrual credit for the actual number of hours during which that employee attended and participated in each such bargaining session as a member of the Union bargaining team, not including Union working time before or after such session, subject to the condition that no PTO may be accrued above the employee’s overtime threshold; and provided that each such employee must request any needed time off for such bargaining sessions in accordance with his or her departmental scheduling guidelines and requirements, and must work with his or her manager as necessary to secure time off needed for bargaining, and must complete and submit an Employee Miscellaneous Time Sheet in order to be eligible to receive the PTO Accrual credit called for in this paragraph.

5.4 Bulletin Board(s)

The Employer shall make available to the Union designated bulletin board space in each department where Bargaining Unit members work for the purpose of posting Union notices. Postings by or on behalf of the Union shall be limited to designated bulletin
board space.

5.5 **New Employee Orientation**

A Steward (but not more than one) shall be given fifteen (15) minutes of paid time per orientation session to orient new Bargaining Unit employees to the Union. The number and names of the Bargaining Unit employees scheduled to attend each orientation session will be sent to the stewards in advance of the session. If the notice provided to stewards by the Employer is not sufficient to allow arrangements to be made for such time during an orientation then the Employer will provide one steward fifteen minutes of paid time on a different occasion within the first month after such orientation for the purpose of meeting with the new Bargaining Unit employees who attended the session missed by the stewards.

5.6 **Union Representative**

The Employer recognizes the Union Stewards and “Union Representative” as each having proper authority for the Union to adjust with the Employer any controversy between the parties to this Agreement as to the meaning and application of the provisions of this Agreement. For the purposes of this Agreement, “Union Representative” shall mean the designated Union staff member (or business agent) assigned by the President of the Union to represent the Bargaining Unit. The names of such Union Stewards and Union Representative shall be furnished, in writing, to the Employer, and any changes in Union Stewards or Union Representative shall be reported to the Employer in writing.

5.7 **Union Representative Access**

The Union Representative or his/her designee shall have access at all reasonable times to Union bulletin board space and to other non-patient, non-public areas to discharge the duties of Union Representative. Meeting room space must be prescheduled to assure availability.

5.8 **Steward Release Time**

Not more than once each calendar month, Union stewards shall be released from all but their emergency and urgent patient care duties for the purpose of attending Union steward meetings; provided that no more than one steward per department may be so released at the same time. Stewards on release from work for such purpose shall be paid for on-premise call, not their regular rate of pay, during the hour of released time, except that their pay shall revert to the applicable working rate if and when they answer a call to active duty.
ARTICLE 6

PROBATIONARY PERIOD

6.1 Probationary Period

Employees newly hired or transferred into the Bargaining Unit shall serve a Probationary Period for their first 90 days of their employment in the Bargaining Unit. During any Probationary Period, an employee shall work under the terms and conditions of this Agreement, except as otherwise expressly provided herein.

During any Probationary Period an employee may be discharged with or without just cause. The Employer shall be the sole and exclusive judge of a probationary employee’s qualifications and ability and shall have the sole discretion and authority to decide whether to continue such an employee’s employment. An employee during any Probationary Period shall not have access to the Grievance Procedure of this Agreement to challenge any discipline or discharge. The Employer may extend a Probationary Period by 30 calendar days upon notice to the Union and the affected employee, of at least 10 days, prior to the end of the original 90 day probationary period. The Union and the employee will be provided with written notice as to the reason for the probationary period extension, in order to help the employee know where improvements are necessary.

6.2 Orientation of Employees

The Employer shall provide new hires with an orientation to the facility, its procedures, and methods of maintaining quality care for its patients. The Union recognizes that the scope of orientation will vary with the skill level and experience of the individual employee.

ARTICLE 7

LABOR-MANAGEMENT MEETINGS

The parties may meet as a Labor Management Committee quarterly; provided that each party has submitted to the other in writing its agenda items for each such meeting. The matters for consideration in such Labor Management Committee meetings shall not include formal Grievances or any mandatory subject of collective bargaining.

The parties may, by mutual agreement convene Labor Management Meetings on a more frequent basis, if so desired. The Labor Management Committee will include the “Union Representative” and/or Bargaining Unit employees and Representatives of the Employer, up to six representatives per side. The parties may request assistance from BMS to develop and implement the Labor Management Committee if such assistance is mutually requested by the parties.
ARTICLE 8

GRIEVANCE AND ARBITRATION

8.1 Grievance Defined; Exclusive Procedure

A “Grievance” for purposes of this Agreement is a dispute between an employee (or the Union) and the Employer involving the interpretation or application of this Agreement. Only the Union or the Employer may bring a Grievance in accordance with the terms of this Article, and every Grievance so lodged shall be adjusted by and between the parties in the manner outlined in this Article.

8.2 Time Limit for Filing Grievance

Time is of the essence in this Grievance Procedure. Timelines in this Grievance Procedure may be extended only by written mutual agreement.

To be eligible for process or arbitration under this Grievance Procedure a matter must be raised to the other party as a purported Grievance within twenty (20) calendar days of the date on which the Union through its business representatives or stewards first knew or should have known of the alleged violation(s) of this Agreement; provided that for any Grievance over wages, hours, vacation pay and any other item that only becomes known to an employee upon receipt of a payroll check a matter must be raised to the other party as a purported Grievance within thirty (30) calendar days after the payroll date for the pay period in which the alleged violation giving rise to the purported Grievance first occurred. In addition, to be eligible for process or arbitration the grieving party must identify all individuals or departments or classifications affected by each alleged violation in writing to the other party not later than the conclusion of the Step 2 meeting described below.

Any Grievance based upon the suspension or discharge of an employee, and any Grievance of the Employer, shall be referred directly to Step 2 of this procedure and to be eligible for processing must be submitted to and received by the Employer within twenty (20) calendar days following the suspension or discharge.

8.3 Grievance and Arbitration Procedure

Step 1: An employee and/or his/her steward may discuss a possible Grievance informally with the employee’s Department Manager/Director. The Manager/Director shall give the employee an oral response to the issue raised by the employee and/or steward within five (5) calendar days following the date the matter was presented. If the potential Grievance has not been resolved by this informal Step 1 discussion, the following procedure will apply:

Step 2: The parties may mutually agree to combine Step 1 and 2.
A written Grievance shall be given to and received by a representative of the grieving party (i.e., a Steward or “Union Representative” for the Union) to the designated representative of the other party within fourteen (14) calendar days after the oral response of the Manager/Director or, if no Step 1 meeting has been held then such written Grievance must be presented within the time limits set forth above from the original occurrence or omission giving rise to the Grievance.

The written Grievance shall state an outline of the alleged facts on which the Grievance is based, the Article and Section of the Agreement alleged to have been violated, the name or names of the individual employee(s) aggrieved, and the remedy or correction desired.

Within five (5) calendar days of the date on which the Grievance is filed by the grieving party, the parties shall schedule a meeting in an effort to resolve the Grievance. Such meeting shall be held within fourteen (14) calendar days of its having been scheduled, absent extraordinary circumstances.

If the Grievance is not resolved at this Step 2 meeting, the responding party shall provide a written response within seven (7) calendar days of the meeting.

Step 3: If the Grievance is not settled at Step 2, it may be submitted to the responding party within fourteen (14) calendar days after receipt of the answer on Step 2. Such Step 3 Grievance meeting shall take place within fourteen (14) calendar days after receipt of the Step 2 response and shall include the Human Resources Director or his/her designee and the Union Representative or Union Steward and the employee(s) or employee representative(s) of the department or class aggrieved (in the case of a Union Grievance).

Within ten (10) calendar days, the parties shall schedule a date to meet to resolve the Grievance of the notice to proceed to Step 3. The responding party shall provide an answer in writing within fourteen (14) calendar days from the date of the meeting.

Step 4 (optional): The parties may mutually agree to use BMS for Grievance mediation. The parties shall have fourteen (14) calendar days from the date of receipt of the written Step 3 response in which to file a petition for mediation with BMS.

Step 5: If the Grievance is not satisfactorily resolved at Step 3 and the parties choose not to use Step 4, or following an unsuccessful use of Step 4, as the case may be, then either party may submit the Grievance to binding arbitration by notifying the other party. In order to preserve its right to arbitrate the Grievance the grieving party must provide written notice that is received by the other party within thirty (30) days of the Step 3 meeting, or of the Step 4 mediation if one is conducted (whichever is later). In addition, the selection of an arbitrator must be
completed within ninety (90) calendar days following the date of such notice of arbitration. Either party may request a list of arbitrators from BMS.

If either the notice or the arbitrator selection is not completed within the prescribed time limits, arbitration of the Grievance is deemed barred except by mutual agreement of the parties thereafter.

8.4 Selection of Arbitrator

The parties may, by mutual agreement, first try to agree on a neutral arbitrator. Failing such agreement, the selection of the Arbitrator shall be made through a request to the Bureau of Mediation Services (BMS) for a local or regional panel of seven (7) neutral arbitrators. The parties shall select the Arbitrator by alternately deleting one name until six (6) names have been eliminated and the one person whose name remains shall be the selected Arbitrator. The parties shall flip a coin to determine who strikes first.

The party requesting arbitration shall notify BMS of the action taken and notify the arbitrator of the request for a hearing. Each party shall have the right to unilaterally reject one entire arbitration panel received from BMS.

8.5 Hearing and Decision of Arbitrator

- The arbitrator shall meet at a time and place agreeable to the parties.

- The arbitration award shall be rendered by reasoned decision issued in writing and shall be final and binding on the parties.

- The parties may conduct necessary discovery related to the Grievance and the arbitrator shall have the authority to compel the cooperation of a party in discovery and to issue subpoenas for the appearance of witnesses and the production of documents.

- The Employer and the Union shall share equally the expenses of the arbitrator and all other agreed upon expenses.

- No arbitrator shall have authority to render an arbitration award on a Grievance that has not been brought within the time limits set forth in this Grievance Procedure or within such other time limits for that Grievance as have been mutually agreed upon in writing by the Parties.

- The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from, amend or modify in any manner the terms and provisions of this Agreement.
• The award of the arbitrator shall be confined to the issue raised in the written Grievance or submitted by mutual agreement of the parties; and the arbitrator shall have no power to decide any other issues.

• Notwithstanding the foregoing, the arbitrator shall have the authority to consider and decide, and shall consider and decide, claims based on the Charitable Hospitals Act ("CHA") arising out of the same facts and circumstances as those giving rise to the Grievance to the extent such claims are presented by either party to the arbitrator.

• The arbitrator shall have the authority to decide whether an agreement to arbitrate exists on all matters pertaining to the arbitrability of a purported grievance arising from a dispute between the parties to this collective bargaining agreement.

• In Grievances involving the discipline or discharge of an employee, the arbitrator's jurisdiction and authority shall be limited to deciding whether the employer has imposed discipline that is not inconsistent with the Employer's ordinary progressive discipline practice.

Nothing contained in the Agreement shall be construed to impair any of the rights of the Employer, the Union or Bargaining Unit employees under municipal, state or federal law.

ARTICLE 9

DISCIPLINE AND DISCHARGE

9.1 No Discipline or Discharge Without Just Cause

The Employer shall not discipline or discharge an employee without just cause.

9.2 Discharge/Suspension Notices/Copies to Union

A written notice of any written warning, discharge or disciplinary suspension shall be given the employee and a copy thereof shall be sent to the Union. The Union may file a written grievance relating to any discipline on behalf of the employee. The Employer may request an employee to sign as having received any disciplinary notices. Such a signature in receipt of the discipline implies neither acceptance of nor agreement to the discipline, only that the notice was received.

9.3 Suspension – Time Limits

Disciplinary suspensions shall not exceed seven (7) scheduled shifts or 60 scheduled hours and shall begin immediately and shall be served consecutively.
9.4 Investigatory Suspension

The Employer’s practice of providing paid administrative leaves during disciplinary investigations shall continue for the life of this Agreement.

ARTICLE 10

MANAGEMENT RIGHTS

10.1 Recognition and Retention of Employer Authority.

All powers and authority of the Employer not explicitly removed or abridged by this Agreement are expressly retained by the Employer. The Employer is not required to bargain with the Union on matters of inherent managerial policy. Matters of inherent managerial policy include, but are not limited to, such areas of discretion or policy as the functions and programs of the employer, its overall budget, utilization of technology, the organizational structure, selection of personnel, and direction and the number of personnel. By way of further illustration, but not limitation, the Employer retains the right under this Agreement to hire, lay off, promote, demote, transfer, discharge or discipline for just cause, enforce reasonable work rules and regulations, direct the working force and determine the materials, means and type of service provided.

10.2 Bargaining Unit Work.

Non-Bargaining Unit employees may temporarily fill positions and/or perform work ordinarily filled or performed by Bargaining Unit employees only if: a) the Employer has first made reasonable efforts to assign such work to Bargaining Unit employees and/or no qualified Bargaining Unit member is available or willing to perform such work; or b) the performance of such work is in connection with supervision or training by the Employer.

ARTICLE 11

HOURS OF WORK, SCHEDULING AND OVERTIME

11.1 Scheduling and Overtime

At the beginning of employment the Employer shall create a new hire form or other document setting forth an employee’s “Work Agreement.” The Work Agreement shall state the classification, FTE and workweek status (8/80 or 40 Flex, as described below) for which the employee has been offered employment and the shift assignment or scheduling availability that is a condition of the employee’s offer of employment. The Employer may initiate a change in the Work Agreement provided that such change does not conflict with this Agreement. A change to an employee’s Work Agreement or scheduling availability shall not be made without at least 30 days’ written notice to the employee except in accordance with the layoff and posting provisions of Article 16 or with the employee’s consent. The Employer may deviate temporarily from scheduling according to an employee’s Work Agreement with the employee’s consent. The Employer may also deviate temporarily from scheduling according to an employee’s
Work Agreement to accommodate vacations or holidays, and in urgent cases of staffing need to provide safe patient care, or as provided in Section 11.2. Any temporary deviation from the Work Agreement permitted by this Agreement must be made in a manner not inconsistent with Section 11.2.

Employees shall be scheduled to have at least every other weekend off, except upon mutual agreement between the Employer and employee, including mutual agreement implied by a Work Agreement for a Baylor-type program intended to involve more frequent weekend work.

Employees who are asked to leave work early, or not to report to work due to low census, overstaffing, etc., shall have the unpaid hours for which they had been scheduled counted towards accrual of PTO.

11.1.1 8/80 Status

The normal workday for employees assigned to an 8/80 Status shall consist of eight (8) work hours and a one-half (½) hour unpaid meal period within a period of eight and one-half (8-1/2) total hours. The Employer will normally schedule 8/80 employees to work no more than seven (7) consecutive days. Exceptions to this consecutive day rule may be made in cases of unexpected staffing need in accordance with Section 11.2, below. For employees in 8/80 Status, a “weekend” off shall be defined as 48 consecutive hours between 11:00 p.m. Friday and 7:00 a.m. Monday.

Overtime shall be paid to employees on 8/80 Status for all hours worked in excess of eight (8) hours per workday or in excess of eighty (80) hours of work in the fourteen day workweek, at one and a half times the employee’s regular rate of pay. Unpaid hours do not count toward the calculation of overtime. Employees who are asked by the Employer to leave work early, or not to report to work due to low census, overstaffing, etc., shall have the unpaid hours for which they had been scheduled counted towards accrual of PTO.

11.1.2 40 Flex

For employees on 40 Flex Status the following terms apply.

The Employer may require 40 Flex employees to participate in various kinds of flexible scheduling, staying within safe working guidelines, which may include, but shall not be limited to, a 10 or 12 Hour Shift Program and a Weekend Scheduling (“Baylor”) Program.

If the Employer discontinues a 10 or 12 hour shift for an employee, the Employer will place the employee in the regular schedule at the same FTE status and as close as feasible to a match to the shift to which the employee was previously assigned, or may instead apply the layoff provisions of this Agreement.
For employees in 40 Flex Status, a “weekend” off shall be defined as 48 consecutive hours between 6:00 p.m. Friday and 6:00 a.m. Monday.

Overtime shall be paid to employees on 40 Flex Status for all hours worked in excess of forty (40) hours of work in the seven day workweek, at one and a half times the employee’s regular rate of pay.

11.2 Posting Schedules and Filling Open Shifts

In all departments, a work schedule shall be developed by the department manager taking into account expressed employee preference. Such work schedule, including any open shifts, shall be posted no later than two (2) weeks in advance of the employees’ scheduled work hours. To be considered for scheduling purposes, all time off requests must be submitted to management not later than two full weeks before the scheduled posting date.

In Surgical Services and Physical Medicine, the work schedule shall be for at least a four week period. In all other departments the work schedule shall be for an eight week period.

A regularly-scheduled part-time employee desiring more work hours on a non-overtime basis may make a written request for extra hours prior to the posting of the work schedule. Such part-time employees would have first priority for such open shifts and would be assigned onto the posted schedule.

During the four (4) day period immediately following the posting of the schedule, any employee desiring extra shifts may sign the availability list for open shifts, including shifts that may put an employee into overtime. On the 5th day all existing holes will be filled by employees signing the availability list as follows, on a seniority basis:

1. Bargaining unit employees, in the job classification on a non-overtime basis
2. Qualified bargaining unit employees, on a non-overtime basis
3. Bargaining unit employees, in the job classification on an overtime basis
4. Qualified bargaining unit employees on an overtime basis
5. Non-bargaining unit employees

In the event of a hole in the schedule that opens up after the schedule is posted (for example: a last minute sick call), the Employer may, but is not required to, assign the shift. The availability list referred to above will be utilized in the event the Employer decides to assign the shift.

A final work schedule, revised to show confirmed assignments of extra shifts that had previously been open will be posted no later than one (1) week in advance of the employee’s scheduled work hours. If no qualified employee signs up for an open shift, the Employer may assign the open shifts to qualified employees on a rotating basis starting with the least senior person, first within the classification and then, if applicable, outside of it.
11.2.1 Low Need

Employees who are asked by the Employer to leave work early, or not to report to work due to low census, overstaffing, etc., shall receive benefit credit for PTO accrual and seniority. Low need hours shall be offered to employees in order of seniority. If there are no volunteers low need hours will be assigned in order of reverse seniority. Employees will have the option of using PTO for the low need hours or going without pay.

11.3 Relief Periods

All employees shall be allowed, without reduction in pay, one (1) fifteen (15) minute rest period for each four (4) hours worked. Such time shall be included in the regular workday. A one-half (1/2) hour unpaid meal break shall be provided to each employee scheduled to work six hours or more per day. Meal breaks shall be scheduled and taken as close as possible to the middle of the employee’s shift. An employee working alone in their department shall not have their meal break interrupted for any reason other than Duty Call. An employee working alone in their department whose meal break is interrupted by a Duty Call shall not have an unpaid meal break deducted from their shift. For purposes of this Section 11.3, a “Duty Call” shall be understood as a 911 call or a stroke or trauma. An employee taking a meal break who is the only person working in their department may leave their department for a break, but must not leave the building. If on a particular shift it is not possible for an employee to take his or her meal break(s), then the employee shall document this fact on his or her timesheet and he or she will be paid for the scheduled break time.

11.4 No Split Shifts

There shall be no split shifts scheduled unless both the employee and the Employer agree to such. The Union shall be notified, in writing, by the Employer of any scheduled split shifts that have been agreed to.

11.5 Eight or Ten Hours Between Scheduled Shifts

If an employee works with less than a minimum of eight (8) hours between periods of duty --- or, in the case of two twelve hour shifts, with less than a minimum of ten (10) hours between periods of duty --- the employee shall be paid one and a half times their regular rate of pay for the number of hours worked between shifts that makes the time between duty periods less than the required minimum. This time and one-half premium shall never be paid when an employee comes to active duty from scheduled call regardless of the interval between periods of duty. This time and one-half premium shall never be cumulative or duplicative of, or stacked with, any legally required overtime premium.

This section does not restrict the Employer from requiring an employee to work with less than the required minimum hours off in cases of emergency. This Section 11.5 is subject to application of the picked-up shift bonus provisions of Article 27.
In addition, no employee shall be scheduled to work more than 16 hours in a row.

11.6 Work Week Schedules to Conform

Once posted, if any changes are made, the Employer shall notify affected employees in advance and attempt to accommodate employee preferences based on seniority, provided such accommodation does not require the payment of overtime. To the extent an employee is uncertain about the status of any time off request or other scheduling matter the employee has the responsibility to raise the question directly to his or her supervisor.

Workweek schedules shall be furnished to the Union as often as quarterly, within a reasonable time following the Employer’s receipt of a written request from the Union. Any proposed workweek schedules including significant changes (i.e., such as identified in Section 11.7) shall be in conformity with this Agreement and shall be furnished to the Union fourteen (14) days prior to any effective date of such proposed change.

11.7 Seniority Preference

In the establishment of workweek schedules, including changes in start times of greater than 1 hour, the Employer shall give preference to employees in accordance with seniority as far as practicable and consistent with proper hospital management.

11.8 No Time Off in Lieu of Overtime

Employees shall not be required to take time off in lieu of overtime pay without the employee’s agreement. Employees agreeing to take time off in lieu of overtime pay shall do so in writing.

11.9 Weather Emergency Days

Employees reporting within a reasonable length of time, not to exceed two (2) hours from the beginning of the employee’s shift on a Weather Emergency Day, shall not have the tardiness counted against them for purposes of discipline. Weather Emergency Days shall be determined by the Employer based on school closings, travel advisories, impassable roads, and other conditions as determined by the Employer.

11.10 Four Hour Guarantee

Employees required to report for work on a scheduled shift/or pick up an additional shift, will be guaranteed at least four (4) hours work for four (4) hours pay.

ARTICLE 12

PAID TIME OFF
12.1 PTO Defined

PTO provides employees with choice and flexibility to balance their lives between work and home by consolidating an employee's vacation time, holiday, and sick leave into a single account of paid leave.

PTO shall be used in 15 minute increments and must be accurately reported.

12.2 Eligibility

To be eligible for PTO, an employee must have a designated FTE of .6 or greater (designated FTE of 48 hours or more per pay period).

12.3 Accrual

PTO eligible employees will accrue PTO according to the following schedule:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Accrual Rate/Hour</th>
<th>Maximum Annual Accrual</th>
<th>Maximum PTO Bank</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-4 Years</td>
<td>0.09231</td>
<td>192.0048</td>
<td>480</td>
</tr>
<tr>
<td>5-8 Years</td>
<td>0.11154</td>
<td>232.0032</td>
<td>480</td>
</tr>
<tr>
<td>9-14 Years</td>
<td>0.13077</td>
<td>272.0016</td>
<td>480</td>
</tr>
<tr>
<td>15 Years or more</td>
<td>0.1347</td>
<td>280.0000</td>
<td>480</td>
</tr>
</tbody>
</table>

Changes to the PTO Accrual Rates in accordance with the table above are made effective on the first day of the first full pay period following the applicable anniversary (years of service) date.

PTO accrues each pay period based upon regular compensated hours and low need hours. PTO does not accrue on overtime hours. PTO does not accrue during unpaid leaves of absence or unpaid suspensions.

An employee's length of service, for purposes of the PTO accrual schedule is determined using a twelve (12) month period and is calculated based upon an employee's first day in a PTO eligible position ("PTO Eligibility Date"). If an employee transfers from a PTO-eligible position to a non-PTO eligible position and then transfers back into a PTO-eligible position within 365 days, the employee’s PTO Eligibility Date shall not change. If such transfer back to a PTO-eligible position occurs after more than 12 months, the PTO Eligibility Date will be the date of such transfer back to a PTO-eligible position. If an employee's employment ends, but the employee is rehired within 180 calendar days, the employee’s PTO Eligibility Date shall not change. If an employee is rehired after 180 calendar days, the employee will be given a new PTO Eligibility Date based upon his or her first day in a PTO eligible position during the newly resumed employment.
Accrued PTO will carry over from year to year, up to the maximum accrual. The maximum accrual will be 480 hours.

When an employee reaches this maximum PTO accrual, there will be no further accrual of hours until the balance falls below the maximum. However, PTO will not be lost once it has accrued. PTO will need to be used in order to accrue PTO again. An employee who has reached the maximum number of hours has the alternative option to cash out up to 40 hours of PTO in order to continue accrual. The cash out must be requested by the employee and paid in the calendar month during which the employee reaches the maximum accrual level. An employee will not receive retroactive credit for time worked while his or her PTO balance is at or above the maximum accrual limit.

Employees will be allowed, once per year at a time designated by the employer, to cash out accrued PTO hours at 90% of face value. The employee must leave a PTO balance of no less than 40 hours.

Pay statements issued by the Employer will include information on PTO balances. Pay statements may be issued in electronic form.

New employees will begin to accrue PTO on their first day of work in a PTO Eligible Position but shall not be eligible to use PTO until the end of their Probationary Period.

Subject to the conditions set forth above, accrued PTO will become available for use on the first day of the pay period following the pay period in which the PTO was accrued.

### 12.4 Using PTO

Patient care areas/departments may use established guidelines for utilization of PTO requests related to departmental scheduling, to ensure adequate staffing.

Employees may request PTO up to six months in advance and are encouraged to submit their requests as soon as possible within this six month window. Employees who are normally scheduled to work every third weekend may request to take PTO no more than 1 weekend per year. Employees who are normally scheduled to work every other weekend may request to take PTO no more than 2 weekends per year.

If accrued PTO is available, PTO will be used to cover all time away from work (planned or unplanned), including Family Medical Leave Act leaves, except as otherwise provided in the use of PTO on Holidays subsection of this article. PTO may be taken throughout the year.

An employee may not use PTO in excess of his or her normal scheduled hours (i.e., designated FTE); provided, however, that the Employer shall not require an employee to reduce scheduled PTO hours as a result of an employee agreeing to work or being required to work hours beyond the number on the posted schedule.
If an employee has an unplanned absence and does not have accrued PTO available, the time away from work will be unpaid and the employee may be subject to appropriate discipline.

In order for PTO to be approved, employees, when they request it must expect to have at least the number of PTO hours requested plus eight (8) hours in their PTO bank on the first day of the pay period preceding the pay period in which the requested time off would be taken. The employer may deny, in whole or in part, any PTO request for which there is insufficient accrued PTO available.

If two or more employees in the same department submit conflicting PTO requests, the request submitted on the earliest date shall take precedence. If more than one request comes in on the same day, seniority will be the determining factor. The Employer will respond to a PTO request within seven (7) calendar days, and once a request for PTO has been approved, the Employer will ensure that the approved time off is available to the employee, provided the employee has sufficient PTO accrued to cover the planned absence.

Employees must use PTO for all time away from work, except that employees who are on an FMLA leave may elect to reserve PTO up to the number of hours that is the weekly equivalent of their designated FTE to be available for use at the end of the FMLA leave and employees on a leave of absence protected by the Minnesota Parenting Leave Act are not required to use PTO during the first 6 weeks of their parenting leave (although they may elect to do so). (Other exceptions may apply for employees on legally protected leaves.) An employee who exhausts his or her PTO and who needs additional leave will not be paid for the absence. Employees are expected to properly manage their PTO so that PTO will cover all of their absences from work. The Employer will grant unpaid leaves of absence in its discretion or as required by law.

Employees are encouraged to request PTO before department schedules are posted. PTO requests even if previously approved will only be scheduled to the extent that the employee has at least the number of PTO hours requested in their PTO bank on the day before the schedule is posted. If an employee requests PTO after a schedule has been posted, the request, like all PTO requests, must follow department policy for PTO requests and is subject to approval by the Employer in accordance with such policy. In such case, the employee may be required to locate a replacement or trade shifts with another employee before the request will be approved.

12.5 PTO and Holidays

The following holidays will be considered recognized holidays for purposes of this Agreement: New Year’s Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day. The Employer may continue to establish, and modify as needed, a rotating holiday scheduling practice in each department to rotate as equally as possible (observing seniority choice when there is an opportunity for fewer holidays) and meet business and patient care needs.
Employees who work on a holiday shall receive their regular pay for hours worked. For such purposes, except for December 24 and December 31 as provided below in Section 12.6, the holiday period shall begin at 10 p.m. on the day prior to the holiday and continue through 9:59 p.m. on the day of the holiday. In addition, employees who work on a holiday shall be permitted to supplement their regular pay with PTO up to the number of hours worked on the holiday. Employees who wish to supplement their pay on a holiday by using PTO must notify their supervisor and indicate PTO hours on their time sheet. Employees who work on a holiday may also elect to save the PTO hours for another time.

An employee working in a department that is closed on the holiday is required to use PTO for the hours the employee would normally have been scheduled to work so the employee receives pay consistent with his/her designated FTE for the week of the holiday. An employee who is not scheduled to work the holiday as part of his/her designated FTE may not use PTO to bring his/her pay above his/her regular designated FTE.

12.6 Christmas and New Year’s

As reflected in Section 12.1, holiday pay for Christmas Day and New Year’s Day is accrued as PTO. Notwithstanding this holiday pay benefit, for hours worked between 2:00 p.m. on December 24 and 10:00 p.m. on December 25, and for hours worked between 2:00 p.m. on December 31 and 10:00 p.m. on January 1, an employee shall be paid one and one half times his or her regular rate of pay. Employees who work such hours also may elect to supplement their time and a half pay for such work with PTO in an amount equal to the number of hours worked during such times.

12.7 Conditions for Pay Out of PTO Upon Termination

Employees are eligible to have their accrued but unused PTO paid out to them upon the termination of their employment provided that all of the following conditions are satisfied: (1) the employee has satisfactorily completed his or her probationary period; 2) the employee has returned all Employer-issued equipment and property; and (3) for employees who resign, the employee has provided the required notice of termination under the Employer’s Resignation and Termination Policy.

ARTICLE 13

LEAVES OF ABSENCE

13.1 Illness/Disability Leave

Employees who are unable to come to work because of illness or disability may have a right to leave under the Family and Medical Leave Act (FMLA), the Americans with Disability Act, or state workers compensation laws. The Employer will comply with applicable laws with respect to leaves of absence for illness or disability. Employees
should refer to the Employer’s FMLA policy for more information about requesting an FMLA leave.

13.2 Jury Duty

When an employee receives notice of jury duty, he/she shall notify his/her supervisor at once. He/she will be given leave for such jury duty and will be eligible to be made whole for loss of pay during that period provided he/she signs a written authorization for the deduction of jury duty pay from Employer pay for that period. The maximum period for jury duty pay under this Agreement is eight workweeks. He/she will report for work whenever his/her jury duty does not conflict; provided, however, that he/she will not be required to work later than 7:00 pm on any day he/she was requested to report for jury duty. Any reasonable rearrangement of work hours including re-shifting other employees for that purpose will be made. In making the employee whole, his/her wages will be computed as if he/she worked the first (1st) shift at straight time and shall be paid in full minus the amount evidenced by his/her jury check, for which deduction the employee must provide written authorization. Whenever considered necessary by the employer because of the needs of the business at a particular time or the difficulty of substitution for the particular employee, said employee will cooperate with the employer in requesting and obtaining a postponement of said jury duty.

13.3 Bereavement Leave

In the event of a death of an “immediate family member” or an “immediate family member by marriage,” a Bargaining Unit employee will be eligible for a paid bereavement leave of up to three (3) days in a seven day period, to attend services, assist with arrangements for services, or to grieve. For purposes of this section, an “immediate family member” is an employee’s spouse, parent, step-parent, legal guardian (as to which the employee provides the Employer with evidence of the legal guardianship), child, stepchild, sister, brother, grandparent, or grandchild. For purposes of this section an “immediate family member by marriage” means a parent-in-law, step-parent-in-law, sister-in-law, etc. In the event of a death of an aunt, uncle or cousin who is a blood relative of a Bargaining Unit employee, the employee will be eligible for a paid bereavement leave of up to one (1) day in a seven-day period, to attend services, assist with arrangements for services or to grieve. This provision does not apply to aunts, uncles or cousins who are in-laws rather than blood relatives of the employee.

A bereaved employee wishing to receive bereavement leave must notify his or her department supervisor/manager as soon as possible of the need for such leave. An employee may reserve one day of paid bereavement leave for use at a later date (outside of the seven day window set forth above) in order to attend a death-related event, such as a delayed memorial service or funeral; provided that to take time off for such bereavement pay the employee must give notice and receive approval from his/her supervisor in advance of schedule posting, except where such notice is impossible. The employee may be required to provide evidence of such event. An employee who needs additional leave or leave not covered by this section may request PTO.
13.4 Military Leave

The Employer complies with the Uniformed Services Employment and Re-employment Rights Act of 1994 (USERRA) and all other state and federal laws pertaining to military leave. An employee needing military leave must notify his or her manager of such need as soon as they have received orders or other official indication of the need for leave. For any leave that is expected to be greater than thirty (30) days, an employee must provide copies of such documentation as soon as it becomes available to the employee. Military leaves are unpaid, unless otherwise required by law. Employees are not required to use their PTO for the military leave but may do so if they choose.

13.5 Time Off for Voting

Employees are encouraged to vote during non-work hours, but if that is not possible, employees may request to take time off with pay in order to vote in a qualifying election. Employees must notify their supervisor in advance if they need to take time off to vote so that schedules may be arranged accordingly, unless such notice is not possible under the circumstances. Voting leave is available for the amount of time reasonably necessary to appear at the employee’s polling place, cast a ballot, and return to work on the day of the election. Employees will not be required to use PTO for the absence. A “qualifying election” means a regularly scheduled state primary or general election, an election for United States senator or United States representative, an election for state senator or representative, or any other election qualifying under Minnesota’s voter leave statute.

13.6 School Conference and Activities Leave

Minnesota law allows an employee to take leave totaling up to 16 hours during any 12 month period 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 a conference or other qualifying activity cannot be scheduled during non-work hours and the need for the leave is foreseeable, the employee must provide reasonable prior notice of the leave to the Employer in writing and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the Employer. Employees who have accrued, unused PTO may, but will not be required to, use PTO concurrently with their school conference and activities leave. Otherwise, the leave will be unpaid.

13.7 Other Leaves of Absence

Requests for any unpaid leave of absence other than as provided explicitly in this Agreement, such as a leave for personal reasons, must be made in writing and may be granted only with supervisory and Human Resources approval.

13.8 Replacement for On-Leave Employees

With respect to all leaves of absence, the employer may hire or designate an employee to temporarily replace the individual on leave of absence. If such position becomes
permanently available the Employer shall fill such permanent position in accordance with the posting process provided for in this Agreement.

13.9 Seniority During Leaves of Absence

There shall be no break in seniority during the period of a leave of absence, and an employee shall not lose service credit previously accrued. No credit for purposes of wage increments, benefits or seniority shall be given during the period of an unpaid leave of absence unless required by law (such as is the case with USERRA military).

13.10 Union Leave

Subject to the limitations in this section, the employer shall grant an employee an unpaid leave of absence for up to thirty (30) consecutive days for Union business. Approval will be granted, if at all, but shall not be unreasonably denied. This leave will be considered as an unpaid LOA and the employer will not fill the position during the leave. Employees must give a minimum of thirty (30) days notice and provide the Employer with proof of Union activity for which the leave is granted.

ARTICLE 14

SENIORITY

14.1 Bargaining Unit Seniority

Bargaining Unit Seniority shall be based on an Employee’s compensated hours accrued with the Employer after the most recent date of employment.

14.2 Classification Seniority

Classification Seniority shall be based on an employee’s compensated hours accrued with the Employer in a specific classification since the most recent date of employment. A Maximum of 80 compensated hours can be added to Bargaining Unit or Classification Seniority per pay period.
14.3 Retention and Loss of Seniority

Bargaining Unit Seniority and Classification Seniority shall be lost upon termination of employment except for an employee on layoff, who shall retain seniority on layoff for up to, but not more than, 12 months. In the event a Bargaining Unit employee leaves the Bargaining Unit voluntarily yet continuously works for the employer in a non-Bargaining Unit position, such employee who successfully bids on and is awarded a Bargaining Unit position, within six (6) months of leaving the Bargaining Unit, shall return to a Bargaining Unit position with their previous Bargaining Unit and Classification Seniority intact.

14.4 Special Cases

a) Seniority Treatment on Transfer. Employees voluntarily transferring from one Bargaining Unit classification to another within the Bargaining Unit will accrue compensated hours for purposes of Classification Seniority from the date of transfer to the new classification. Employees involuntarily transferring from one Bargaining Unit classification to another shall retain all previously accrued compensated hours for purposes of both types of Seniority. An employee who is transferred to another classification as a result of the elimination of the employee's job shall be deemed to be involuntarily transferred. The Employer will indicate on its records whether a change of classification is voluntary or involuntary.

b) MLT and MT ONLY. Classification Seniority for MLT's and MT's shall be defined as total compensated hours with the Employer in either the MLT or MT classification, which classifications shall be combined for purposes of Classification Seniority.

c) PARAMEDI CS and EMT's. Classification Seniority for Paramedics shall be defined as total compensated hours with the Employer in the Paramedic classification since the most recent date of hire, without regard to whether the Paramedic functions as a Paramedic or EMT on any particular shift.

14.5 Seniority Lists

Seniority lists shall be posted and copies furnished to the Union on January 1st and July 1st, of each year and at such other times, not to exceed once each quarter, upon request.

14.6 Lay-Off/Reduction of Hours

In reducing the number of employees or in making a permanent reduction in hours, the Employer will determine the number of positions and/or hours to be reduced within a classification. Subject to the preceding sentence, layoffs and reductions in hours shall be made in reverse order of seniority; except that special capabilities may be considered for
positions requiring special skills. Employees shall be given thirty (30) calendar days notice of layoff or pay in lieu thereof.

A laid off employee shall be given the opportunity to return to work in an open Bargaining Unit classification previously held by that employee on the basis of the employee’s Classification Seniority in that classification. An employee who does not respond within seven (7) calendar days to notice from the Employer of recall or posting of a position previously held (sent by certified mail to the last known address for the employee) shall forfeit all rights to recall and/or posting. The employer will also attempt to contact any such employee to notify them of their recall notice by telephone at the employee’s last known telephone number.

Employees shall be recalled in reverse order of layoff. Employees shall retain recall rights for a period equal to their accrued Bargaining Unit Seniority for up to a maximum of one (1) year.

14.7 Job Posting

Whenever vacancies occur, a notice of such vacancy stating the requirements of the position, the shift, and number of hours (FTE status), shall be posted for a period of five calendar days. The vacancy notice shall be posted internally, in a manner and/or in location(s) accessible and visible to all employees, for a period of five (5) calendar days, which posting may be concurrent with any external postings or recruitment efforts by the Employer. A vacancy may be filled on a temporary basis until the position has been filled pursuant to the posting process.

1. Filling vacancies: Qualified Bargaining Unit employees who do not have in their respective personnel records a discipline at the level of a written warning or above in the 60 days before the posting date (which discipline is not the subject of an active grievance) and who timely respond to the posting during the five day posting period shall be awarded the position, on the basis of seniority, over non-Bargaining Unit persons as follows:

   a. Senior Bargaining Unit employee in the job classification.
   b. Other senior Bargaining Unit employee.
   c. Other applicants.

If no qualified Bargaining Unit employee posts during the five day posting period, the Employer may fill the posted position based on its judgment and discretion.

2. In the event a job is posted listing certain qualifications, and no one meets those qualifications, and the Employer is willing to accept an applicant with lesser qualifications, the job shall be posted again with the lesser qualifications listed.
ARTICLE 15

MEETINGS/INSERVICE/EDUCATION REIMBURSEMENT

15.1 Trainings/In-services/Meetings

15.1.1 Employees shall be paid for the time spent attending job-related Employer trainings/in-services/meetings at their base rate of pay (or overtime rate if applicable). Employees shall accrue benefits on compensated time spent at Employer meetings/trainings/in-services subject to the Employer’s policy that an employee may not accrue benefits of any kind on hours above his or her overtime threshold. Compensated time spent at mandatory and nonmandatory meetings shall be included in the calculation of hours worked for purposes of determining overtime. When announcing trainings/in-services/meetings, the Employer will announce whether or not attendance is mandatory. The four hour reporting guarantee in Section 11.16 does not apply to trainings/in-services/meetings.

15.1.2 If all sessions of an Employer training/in-service/meeting are scheduled at a time that an employee is off duty, the employee’s supervisor will determine, in his or her sole discretion: (1) if the employee will be required to attend in person; (2) if the employee may participate remotely by phone, video conferencing, or by other means (employee must record such time as work time and will be compensated); (3) if the employee may review the meeting minutes instead of attending the meeting; or (4) if the employee may receive the information shared at the meeting in some other way. The employee will be paid at least two hours at his or her base rate of pay for attending a training/in-service/meeting at which attendance in person is required by the Employer, even if the training/in-service/meeting is less than two hours in length. If the training/in-service/meeting is longer than two hours, the employee will be paid for the length of the training/in-service/meeting. The guaranteed minimum of the equivalent of two hours of pay only applies to employees who are required to attend in person and are not otherwise scheduled to work during the training/in-service/meeting. Time paid for a mandatory training/in-service/meeting shall be considered compensated hours for the purpose of accruing benefits, but there will be no accrual on any overtime paid for such mandatory attendance.

15.1.2.1 An employee who has not fulfilled the requirements for attendance at mandatory meetings for which the employee has received at least 48 hours’ notice, as described above and has not been excused in advance and who thus misses more than one mandatory meeting without prior approval, shall be subject to discipline.

15.1.3 The Employer will use its best efforts to make special arrangements for night shift employees with respect to mandatory training/in-service/meeting, so as not to interrupt sleep patterns.
15.1.4 From time to time, the Employer may offer certain trainings/in-services/meetings that are not job related and at which attendance is purely voluntary. Attendance at such meetings will generally not be compensated because the meeting is not job-related. When announcing such meetings, the Employer will state that the meeting is not job related, that attendance is voluntary, and that employees will not be compensated.

15.2 Education Reimbursement

Education Reimbursement: A Bargaining Unit employee who is Benefits Eligible (i.e., whose designated FTE is 0.6 or above) and who is voluntarily pursuing further education in a job-related field will be eligible to apply to the Employer for reimbursement of expenses incurred by the employee for tuition, required fees, and books in an amount up to $1000 per year. To be eligible for reimbursement an individual must be a current active employee. This reimbursement is available for college or graduate degree coursework that furthers skills in the job-related field except that, with the permission of the employee’s Director, up to $500 of the reimbursement may be used for workshops, CEU’s, and new certifications that are related to the employee’s current position with the Employer. In all cases eligible education reimbursement does not include reimbursement for tools or supplies that an employee may retain after the course, nor for any course or education involving sports, games or hobbies. In order to qualify for such reimbursement, the employee must obtain the Department manager’s, supervisor’s, or Human Resources’ written approval that the degree course will qualify for educational reimbursement before enrolling in the course. The employee must enroll in and successfully complete the course, and if the coursework is graded, the employee must pass the course with a letter grade of C or better. The employee must provide Human Resources with required documentation before any reimbursement will be paid.

Employees are responsible for the cost of maintaining required licensure and certification for their current position. Any other education required by the Employer after the start of employment shall be provided during hours compensated pursuant to this Agreement and the expense thereof shall be paid by the Employer.

ARTICLE 16

WORKING CONDITIONS

16.1 Maintenance of Benefits

Where wages and shift differentials specifically provided for by this Agreement are lower than those being paid immediately before the Effective Date of this Agreement to an individual Bargaining Unit employee who was employed on the day before the Effective Date and on the Effective Date, the employee shall not have such items of compensation reduced by the execution of this Agreement.

16.2 Breakage
Employees shall not be liable for accidental breakage of equipment during the course of their duties.

16.3 Employee Safety

16.3.1 Statement of Purpose: The Employer and the Bargaining Unit employees are committed to making the safety of employees, the adequate education and necessary safety practices, and the prevention of accidents a continuing and integral part of their everyday responsibilities. The Employer and the Bargaining Unit employees are committed to a culture that reduces workplace exposures causing health effects and enhances overall safety and security in the workplace and in which there is compliance with all applicable laws and regulations. Further, the Employer and the Bargaining Unit employees are committed to maintaining a work environment that is free from hostile, abusive and disrespectful behavior and to making reasonable efforts to provide employees with safe and adequate equipment, working environment and facilities.

16.3.2 Employee Responsibility: It shall be the responsibility of all employees to cooperate in programs to promote safety for themselves and for the public including participation on committees and compliance with rules and behaviors 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.

16.3.3 Right to Participate: Hospital Safety Committee: At least one member of the Bargaining Unit selected by the Union shall be permitted to participate on an REHC safety committee. Such Committee may be responsible for reviewing all safety incidents and safety concerns, annual planning and evaluation. This Committee may make recommendations for corrective action and improvements.

16.3.4 Health and Safety Education: No employee shall be required or allowed to work on any unit or operate any equipment until the employee has received proper education, training, and instruction.

16.4 Personnel Files

An employee shall be entitled to inspect her/his personnel file, including, but not limited to, performance appraisals, disciplinary notices, and attendance records, in the presence of a representative of the Employer in accordance with Minnesota statute.

16.5 Parking

The Employer will continue to provide free parking.

16.6 Job Descriptions
The Employer will maintain job descriptions for all classifications covered by this Agreement. Job descriptions will be made available to a Union Representative or interested employees upon request. The Employer will provide written notice to the Union, including a revised job description, whenever it makes a material change to any Bargaining Unit job description.

ARTICLE 17

FITNESS FOR DUTY EXAMS

17.1 Fitness for Duty Exams

In any case where there is a question as to the employee’s ability to carry on or do the work, the Employer shall have the right, to the extent not inconsistent with applicable law, to require an employee to submit to a medical examination to determine the employee’s fitness for duty and if such employee is found not to be fit for duty in his or her regular position, the employment relationship may be terminated. However, the employee may request and use any applicable leave to which he or she is entitled under any applicable leave plan or policy of the Employer before such termination may be made effective. If the Employer requires an employee to submit to a medical examination to determine the employee’s fitness for duty the Employer shall designate the physician to conduct such examination and shall pay the expense of such examination.

ARTICLE 18

GROUP INSURANCE

18.1 Medical Insurance

2014. The Employer will continue throughout calendar 2014 to make available to Bargaining Unit employees the group health insurance plan and corresponding premium rate-sharing that was in place immediately before the Effective Date of this Agreement.

Remainder of Agreement. The Employer may renew, replace, modify or otherwise change its group health insurance plan and corresponding contribution rates for the remainder of this Agreement after calendar 2014; provided that the Employer shall not increase the percentage rates for employees’ contribution to health insurance premiums during the life of this Agreement.

18.2 Short Term Disability Insurance

The Employer will make short term disability insurance available to its Bargaining Unit employees whose FTE is 0.6 or greater, i.e., “Benefits Eligible” employees at the employees’ own cost.
18.3 Long Term Disability

The Employer shall provide and pay for long term disability insurance for its Benefits Eligible Bargaining Unit employees. Employees must fulfill any and all enrollment steps and requirements for such insurance in order to receive coverage, but such requirements shall not include any cost to be paid by the employee. The Employer will continue throughout calendar 2014 to make available to Bargaining Unit employees the long term disability insurance plan that was in place immediately before the Effective Date of this Agreement. The Employer may renew, replace, modify or otherwise change its long term disability insurance plan in its discretion after Year One (defined as the period from the Effective Date through December 31, 2017).

18.4 Life Insurance

The Employer shall provide and pay the cost of a group life insurance policy providing at least $20,000 in coverage to all Benefits Eligible Bargaining Unit employees. Among other eligibility requirements, Employees must have completed their Probation Period to be eligible for such insurance. The Employer shall, to the extent feasible, make available to Benefits Eligible Bargaining Unit employees the option of purchasing additional life insurance for themselves or their dependents at their own expense.

18.5 Dental Insurance

The Employer will continue for this Agreement to make available to Benefits Eligible Bargaining Unit employees the group dental insurance plan and corresponding premium rate-sharing arrangement that was in place immediately before the Effective Date of this Agreement, provided that the employer in its discretion may renew, replace, modify or otherwise change its group dental insurance plan for the years of this Agreement after Year One (defined as the period from the Effective Date through December 31, 2017); provided that the Employer shall not increase the percentage rates for employees' contribution to dental insurance premiums during the life of this Agreement.

18.6 Health and Dependent Care Reimbursement Accounts

The Employer will make available to employees health care and dependent care flexible reimbursement accounts into which employees may elect to contribute their own pre-tax dollars. On an annual basis, employees may choose to contribute up to $5,000 pre-tax to the Dependent Care Account and up to $3000 pre-tax to the Health Care Account. These accounts will then be available to employees to cover eligible expenses in accordance with the terms of the official documents governing these reimbursement plans. This governing documents and not this Agreement, are what controls terms and conditions of those accounts.
18.7 Other Employer Programs

The Employer in its discretion may offer to Bargaining Unit employees the opportunity to participate in other employer programs offered to non-contract employees, under the same terms and conditions as provided for non-contract employees. Such programs may be amended or terminated at the employer’s discretion.

ARTICLE 19

FEATURES AND DURATION OF THIS CONTRACT

19.1 Minimum Standards

This Agreement sets forth the minimum standard wages and shift differentials within the Bargaining Unit. The Employer may offer any Bargaining Unit employee or prospective employee better or higher wages and shift differentials, as long as written notice of such offer is provided to the Union.

19.2 Contract Duration

This Agreement shall become effective on the “Effective Date,” defined as the first day of the first full pay period in 2017 after the date on which both parties have signed this Agreement. This Agreement shall be in full force and effect for a period commencing with the Effective Date and shall expire on December 31, 2019. Further, this Agreement shall continue in effect from year to year thereafter unless a written notice of a desire to bargain over modifications to this Agreement is given by either party sixty (60) days prior to December 31, 2019, or such notice at least sixty (60) days prior to December 31 in any year thereafter.

ARTICLE 20

UNION BUSINESS

20.1 Lobby Day

Bargaining Unit employees may request time off for a Local’s sponsored Lobby Day. The Employer will allow such time off for up to four employees to the extent it is reasonably possible in the Employer’s judgment to do so and still provide excellent safe patient care. If more employees request such time off than the number the Employer decides is possible to accommodate, the Employer shall award the time off in order of Bargaining Unit seniority. Employees taking such time off may use PTO for the time away from scheduled work. The Employer will notify and replace an employee selected to attend the designated Lobby Day.

20.2 COPE

36
The Employer agrees to deduct and transmit to SEIU Healthcare Minnesota, COPE contributions on a per pay period basis from the wages of those employees who voluntarily authorize such deductions on the forms provided for that purpose by SEIU Healthcare Minnesota. These transmittals shall occur monthly on the basis of an invoice provided by the Union and shall be accompanied by confirmation of the names of those employees for whom such deductions have been made and the amount deducted for each employee.

ARTICLE 21
WAGES

21.1 Wage Scale

The Wage Scales below reflect the following wage increases:

21.1.1 Year One. A two percent (2%) wage increase for employees in all classifications except those in the MT/MLS and Surgical Services Processing Technician classifications, who are receiving increases greater than two percent, all as reflected in the Wage Scale below for Year One, with all such increases to be made effective retroactively from the Effective Date to January 1, 2017.

21.1.2 Year Two. A two percent (2%) across-the-board wage increase as reflected in the Wage Scale below for Year Two, to be made effective on the first day of the first full pay period after January 1, 2018.

21.1.3 Year Three. A two percent (2%) across-the-board wage increase as reflected in the Wage Scale below for Year Three, to be made effective on the first day of the first full pay period after January 1, 2019.

Experience for placement calculation on the Wage Scale will be credited as one year for every year of REHC experience in the current classification, and one half year for every full year of directly relevant experience outside of REHC, with maximum credit for outside experience as to initial placement being nine years (based on eighteen years’ experience).

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21.3 Wage Rate When an Employee Changes to a Different Position within the Bargaining Unit.

In the event an employee is offered and accepts a change of position classification within the Bargaining Unit, the employee shall begin at the starting rate for such position unless the employee's base rate in his or her previous position was above such rate, in which case the employee shall remain at the previous rate without adjustment of any kind until the starting rate for the new position is at or above such previous rate. When this occurs the employee will be assigned to the starting rate for the new classification and shall be eligible to receive such other increases as may be called for by this Agreement. Provided that for purposes of this section 21.3 XRay. i.e., Radiology, shall be treated as a single classification regardless of the number of modalities affecting an employee’s wage rate; and provided, further, that Ultrasound shall be treated as a single classification regardless of whether an employee is paid a wage rate “with registry” or “without registry.”

The following are the recognized modalities for XRay (Radiology). No other modalities are recognized for purposes of this Agreement. Mammography; CT; Bone Densitometry.

21.4 Shift Differentials

For employees in positions within Radiology and Laboratory, the shifts to which this article applies are as follows:

1st Shift: 6:00 a.m. to 2:30 p.m.  
2nd Shift: 2:00 p.m. to 10:30 p.m.  
3rd Shift: 10:00 p.m. to 6:30 a.m.

For all other Bargaining Unit employees who are eligible for shift differentials the shifts to which this article applies are as follows:

1st Shift: 6:45 a.m. to 3:15 p.m.  
2nd Shift: 2:45 p.m. to 11:15 p.m.  
3rd Shift: 10:45 p.m. to 7:15 a.m.

Employees in the following positions who work hours during the 2nd or 3rd shifts shall be paid a differential for the hours worked that fall within such shifts. Shift differential rates vary depending on position and shall be paid according to the following schedule:

**LABORATORY MT/MLT**
2nd Shift: $1.50/hr  
3rd Shift: $2.00/hr

**ULTRASOUND**
2nd Shift: $1.50/hr  
3rd Shift: $2.00/hr
21.5 Picked-Up Shift Bonus

Employees in certain positions who pick up additional shifts after the schedule has been posted shall receive a Picked-Up Shift Bonus as set forth in this section. To be eligible to receive a Picked-Up Shift Bonus an employee must: 1) work at least his or her full designated FTE (with credit for any scheduled PTO), not including the picked-up shift, for the workweek in which the picked-up work occurs; 2) not have any unscheduled absence during the workweek in which the picked-up work occurs, other than an absence protected by the FMLA or other workplace law; and 3) not give away any scheduled shift during the workweek in which the picked-up work occurs. The Picked-Up Shift Bonus is never paid for picking up a Restricted Call or Off Premise Call shift. The Picked-Up Shift Bonus is never paid when an employee comes to active duty from scheduled call.

The positions eligible for a Picked-Up Shift Bonus and the applicable bonus payments for picked up shifts worked are as follows:

**ALL DEPARTMENTS**

- Four (4) Hours or fewer worked: $25
- Four and One Quarter (4.25) Hours to Eight (8) Hours worked: $50
- Eight and One Quarter (8.25) Hours to Twelve (12) Hours worked: $75
21.6 Catch Call

A. Catch Call Bonus, No Arrival: This occurs when an ultrasound tech is called in to work but is called off before arriving for active duty: $40 Catch Call Bonus

B. Catch Call Bonus with Reporting Pay: This occurs when an ultrasound tech is called in to work and has reported to work: Catch Call Bonus $40, plus two hours Catch Call Reporting Pay at the tech’s regular base rate of pay or applicable overtime rate as the case may be. To be eligible for Catch Call Reporting Pay an ultrasound tech need not elect the Reporting Pay Option (i.e., need not stay for the entire two hours) that otherwise applies to Reporting Pay under this Agreement.

21.7 Call Pay

21.7.1 Off Premise Call

Call rates for time spent serving scheduled call off-premise (“Off-Premise Call”) shall be as follows:

Bargaining Unit employees: Twenty-five percent (25%) of the employee’s base hourly rate of pay.

Bargaining Unit employees who are assigned to work Off Premise Call shall receive the call pay rates shown above in this section.

Off Premise Call hours include time during which an employee is scheduled for call and is subject to being called in from off-the Employer’s premises to active duty. Call hours shall not include any time during which the employee is on active duty having been called in from a call shift. Such active duty time: 1) shall be paid at the employee’s base rate plus any applicable overtime premium and shift differential; 2) shall begin when the employee reports to his or her work area ready to begin working; and 3) shall end when the employee finishes performing the work he or she was called in to perform or when the supervisor to whom the employee has reported for duty dismisses the employee from active duty, whichever comes later.

21.8 Reporting Pay

An employee who reports to active duty from Off Premise Call shall be guaranteed the opportunity to work in active duty for at least two hours. An employee who finishes the work he or she was called in to perform or is otherwise dismissed from active duty shall receive pay for the guaranteed two hours or for the length of time during which they were on active duty, whichever is longer; provided that to receive the guaranteed two hours of
Reporting Pay the employee must remain on active duty performing work for at least two hours. Alternatively, if an employee finishes the work for which they were called to active duty in less than two hours and is offered and accepts the choice of leaving active duty before two hours have elapsed, then the employee shall be paid only for the time actually spent on active duty.

If an employee who has been called to active duty has time left on their scheduled call shift when their active duty service ends the employee shall return to being on call for the remainder of the scheduled call shift.

Employees who are scheduled to be on call are not required to answer or respond to calls or pages prior to the start of their scheduled call shift.

21.9 Restricted “On-Premise” Call

Employees assigned to work on call who are required to stay on premise for such call (“Restricted Call”) shall receive the applicable legal minimum wage for the time spent on such Restricted Call.

21.10 Pay Days- Employer Computations

Employees shall be paid according to the Employer’s regular payroll schedule, which shall provide for at least semi-monthly paydays to the extent feasible. An employee shall be permitted to know on what basis the employee’s pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of the employee’s take home pay, if requested. Regular paydays shall follow the close of the pay period by not more than seven days insofar as such timing is reasonably feasible.

21.11 Error in Pay

When an error in pay amounting to fifty dollars ($50.00) or more in gross pay does not result from any fault of the employee such error shall be corrected with a make-up payment not later than five (5) calendar days from the time the employee notifies the Human Resources department in writing of such error.
21.12 Uniforms, Equipment and ID’s

21.12.1 Uniforms

Employees are responsible to provide themselves with uniforms that comply with the Employer’s requirements for their position, but may elect to wear Employer-provided scrubs. Wearing apparel furnished by the Employer shall remain the property of the Employer and must remain on the premises of the Employer at all times. The Employer may require employees to wear Employer-provided scrubs on a classification-by-classification basis.

21.12.2 Compensation for Time to Get Into and Out of Special Uniforms and Equipment

Each employee who is required by the Employer to change on the Employer’s premises into clothing, shoes, other wearing apparel, or to don special employer-owned equipment shall be allowed up to seven (7) minutes with pay to change into or don such apparel or equipment and report to his or her work area, up to seven (7) minutes with pay after completing his or her assigned tasks in the work area to change out of or remove such apparel or equipment. When the employee records time by badging or clocking in on a time recording system, the employee is expected to record as time worked the time so spent, which generally should be spent within the starting and ending times of the employee’s scheduled shift, absent special circumstances. Any such special circumstances must be reported promptly by the employee to his or her supervisor.

21.13 Identification Badges

If the hospital requires the employee to wear an identification badge or other device, such ID shall be furnished initially by the hospital without cost to the employee. The responsibility for repair or replacement thereof shall be borne by the Employer except in cases where replacement is needed because of loss or other negligence by the employee, in which case the responsibility for the cost of repair or replacement shall be the employee’s.
IN WITNESS WHEREOF, the Parties hereto have executed this Collective Bargaining Agreement intending to be legally bound hereby as of the Effective Date.

Dated: ________, 2017

SEIU HEALTHCARE MINNESOTA
for the Bargaining Unit

Print Name
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Signature

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Signature

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SEIU HEALTHCARE MINNESOTA
for the Bargaining Unit

Print Name
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RIVER’S EDGE HOSPITAL AND CLINIC (“Employer”)

By ____________________

Its CEO

GP:4685520 v7
IN WITNESS WHEREOF, the Parties hereto have executed this Collective Bargaining Agreement intending to be legally bound hereby as of the Effective Date.

Dated: 4/26, 2017

SEIU HEALTHCARE MINNESOTA
for the Bargaining Unit

Signature

RIVER’S EDGE HOSPITAL AND CLINIC (“Employer”)

By __________________________

Its ________________________