COLLECTIVE BARGAINING AGREEMENT

BETWEEN

NORTH MEMORIAL HEALTH
(HOME HEALTH)

AND

SEIU HEALTHCARE MINNESOTA

March 1, 2018
through
February 28, 2021
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EMPLOYMENT AGREEMENT

This Agreement is made and entered into this first day of March, 2015 between the undersigned Hospital, hereinafter referred to as either the “Employer” or as “Hospital,” and its successors, and the SEIU Healthcare Minnesota, Change to Win Federation, hereinafter referred to as the “Union,” and its successors.

Article 1 – Union Representation

Recognition

The Union shall be the sole representative of all the nonprofessional employees of said Employer in the classifications set forth in Article X hereof and within the bargaining unit certified by the National Labor Relations Board or previously agreed upon by the parties.

Definitions – The term “employee” shall include the following:

Full-Time: Those employees regularly scheduled to work eighty (80) hours per two-week pay period.

Part-Time: Those employees regularly scheduled to work less than eighty (80) hours per two-week pay period.

Casual: Those employees with no regularly scheduled hours.

(A) Classification or Title Change

In the event that any new or different classification or title not specified in Article 10 hereof is established and such classification or title is not within the bargaining unit certified by the National Labor Relations Board or previously agreed upon by the parties, each party reserves the right to file a petition for unit-clarification with the National Labor Relations Board. The National Labor Relations Board shall determine whether the new or different classification is to be included in the bargaining unit by applying the standards established by the National Labor Relations Board. Then the Union shall nevertheless be the sole representative of said employee, the employee shall be included within the terms and conditions of this Agreement, the wage rate of such classification or title shall be negotiated by the Hospital and the Union and the rate agreed upon become a part of this Agreement as of the date such classification or title was established if: (1) The new or different classification or title as of the date of its establishment involves functions and duties identical to those pertaining to an existing classification or title, or (2) The new or different classification or title as of the date of its establishment involves functions substantially similar in their nature, character and scope to those performed in whole or in part in an existing classification or title as that existing classification or title existed prior to the creation of the new or different classification or title.

(B) Classification or Title Change Referred to National Labor Relations Board

In the event that a new or different nonprofessional classification or title is established which is not set forth in Article 10 hereof and is not within the bargaining unit certified by the National Labor Relations Board or previously agreed upon by the parties and which new or different nonprofessional classification or title is not covered by paragraphs (1) or (2) as above set forth, the Union may, in writing, request that the matter of the inclusion of said new or different nonprofessional classification
or title within the Agreement be referred to the National Labor Relations Board. Said reference to the National Labor Relations Board shall be determined according to the usual rules and procedures of that office.

(C) No Change to Defeat Agreement

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, and no employee transferred or promoted, either to positions covered by this Agreement or outside it, except upon at least ten (10) days written notice to the Union prior to the effective date of the same, which notice shall specify in detail the proposed change, establishment, transfer or promotion.

(D) No Discrimination

There shall be no discrimination by the Union or the Employer against any employee because of membership or non-membership in the Union or because of the assertion of rights afforded by this Agreement.

(E) No Contradictory Rule

The Employer agrees not to enter into any agreement or contract with its employees (who are in classifications herein noted), either individually or collectively, which conflicts with any of the provisions of this Agreement. No statement or rule shall be made or established by the Employer or the Union that conflicts with or contradicts any of the provisions of this Agreement.

(F) Steward-Committee

The Employer recognizes the right of the Union to elect or select from employees who are members of the Union, a job steward or job committee to handle such Union business, for example, to distribute and share information to new employees during their routine at the Hospital where they are employed, as may from time-to-time be delegated to them by the Union in connection with this collective bargaining relationship. The name of such job steward or job committee shall be furnished, in writing, to the Employer, and any changes in steward or committee members shall be reported to the Employer in writing.

(G) Union Security

(1) As a condition of employment, all employees covered by this Agreement shall become and remain members of the Union, or alternatively shall pay the portion of the standard regular monthly dues that are uniformly applied to all members covered by this Agreement that relate to the Union’s representation function.

The provisions of this Section shall apply only to employees hired on and after March 12, 1973.

Employees hired prior to March 1, 1986 and who are regularly scheduled to work twenty (20) hours or less per two (2) week pay period shall not be required to make payments under this Article.
(2) Payments required by this Section shall be made only after an employee has completed sixty (60) days of employment. The payments required by this subparagraph (G) are due and payable on the sixty-first day of employment and must be paid within ten (10) days thereafter.

(3) Any Union member, or employee electing to pay the representation service fee, who is delinquent in making the payments required herein for more than thirty (30) days, shall be terminated by the Hospital. Termination shall occur within seven (7) calendar days after receipt of written notice from the Union to the Hospital that the employee has been delinquent for more than thirty (30) days. The Union shall hold the Hospital harmless from any claims of an employee so terminated.

(4) A copy of this Agreement and a written statement signed by the Hospital and the Union shall be presented by the Hospital to each new employee at the time of hiring, and said Statement shall provide as follows:

"STATEMENT TO NEW EMPLOYEE"

There is a contract between this Hospital and SEIU Healthcare Minnesota covering wages, hours and working conditions. The Contract provides that the Union is the sole representative for nonprofessional employees of the Hospital in the classification of work for which you are hired. The Contract also provides that if you elect not to become a member of the Union, you must pay a monthly service fee to the Union. The Hospital takes no position as to whether or not you become a member of the Union.

It is your responsibility to ensure that the payments to the Union are made at the times indicated. In the event any Union member, or employee electing to pay the service fee, is delinquent in making the required payments for more than thirty (30) days, the employment of such employee will be terminated. It is important, therefore, that the contractual payments be made on time.

The Contract also provides that you may voluntarily elect to have Union fees and dues or service fee payments deducted from your check and sent to the Union.

(H) Dues/Fees Deductions

(1) From March 1, 2018, through February 28, 2021, the Hospital agrees to deduct Union dues and service fees for employees electing not to become Union members from the wages of employees who voluntarily provide the Hospital with a written authorization to make such deductions. The Hospital’s obligation to continue to deduct Union dues and service fees, as provided for above, shall terminate as of March 1, 2021, unless the Union and the Hospital mutually agree in writing to continue the current Collective Bargaining Agreement beyond that date.
(2) The "written authorization" described above shall not be irrevocable for a period of more than one (1) year, or beyond the termination date of this Agreement, whichever occurs sooner.

During the Term of the 2018-2021 Agreement, it is agreed that employees may express authorization of dues deductions by submitting written authorizations or through federally authorized electronic methods such as online deductions authorization or voice authorization or other electronic methods allowed under controlling federal or state law. The Union shall provide the employer with written notification of the names of those who have authorized deductions, including a copy of the employee’s authorization form upon request.

For the term of the 2018-2021 Agreement, the parties agree to implement and adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, timing, procedure for revocation, window periods and amount of dues deducted agreed to by the employee as stated in the authorization, irrespective of the employee’s membership in the Union.

(3) Deductions shall be made from employees’ wages in the first 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 withholding, together with a record of the amount and those for whom deductions have been made. The Union will hold the Hospital harmless from any dispute with any employee concerning deductions made. If, during the term of this Agreement, the union seeks to change the timing of deductions or the method of calculating dues/service fees, the parties agree to meet and confer regarding the Hospital’s ability to implement such changes. The Hospital will not unreasonably refuse to implement a change to the Union’s dues structure that provides a single percentage rate system, applied on a per pay-period basis. The Union will give a year’s notice of any change.

(4) In the event that any provision or requirement of this article is determined to be legally invalid by a final decision of a court or agency of competent jurisdiction or by applicable federal or state legislation, the remainder of this Article will remain in full force and effect, and the parties will meet to negotiate a substitute provision of the invalid provision that furthers the parties’ intent while meeting the requirements of applicable law.

(I) Bulletin Boards Available – Union Representative Access

Bulletin Boards in the Hospital and home health office shall be made available to the Union for the purpose of posting business notices. The Union Representative or the employees’ designate shall have access at all reasonable times to such bulletin boards and to such other non-patient, nonpublic areas to be designated by the Hospital and home health office to discharge the employee’s duties as representative of the Union.
(J) National Labor Relations Act Rights

In view of the recently enacted Section 19 of the NLRA, both management and the Union are desirous of complying with the terms thereof. Accordingly, Article 1, Section G, is amended to provide that any employee who is a member of, and adheres to, established and traditional tenets or teachings of a bona fide religion, body or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment; however, any such employee who qualifies for such an exception and elects to be exempt from the provision of joining the Union or financially supporting it, is required, as a condition of continued employment, to pay to either the American Cancer Society, American Heart Association, Inc. or United Cerebral Palsy in lieu of periodic dues and initiation fees, the sum equal to such dues and initiation fees at the same timely requirements as applies to employees who join, and become members of the Union. Failure to abide by these time limits and furnishing proof thereof to the Union shall subject the employee to be terminated from employment.

Any employee who holds conscientious objections pursuant to this provision and requests the Union to use the grievance-arbitration procedure on the employee's behalf will be charged by the Union for the reasonable costs of using such procedure.

(K) Probation Period

The first sixty (60) days of employment of any new full-time employee and the first ninety (90) days of employment of any part-time employee shall be a probationary period, during which the employment of such employee may be terminated with or without cause. The probationary period may be extended for an additional thirty (30) calendar days on the following basis: The Hospital shall advise the Union in writing of the name or names of employees for whom such extension is desired. The extension request must be received by the Union no later than the fiftieth (50th) calendar day (eightieth (80th) for part-time employees) of the probationary period of the employee involved. The Union may object to such extension by giving written notice to the Hospital within five (5) calendar days following receipt of the notice from the Hospital. If no such written objection is made, the probationary period shall be extended for the additional thirty (30) calendar days.

(L) Labor/Management Meetings

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

Meetings will be held quarterly by mutual agreement between the Union and the Hospital, or by mutual agreement when the occasion arises for discussion and/or resolution of reasonable and appropriate subjects, with the Employer's representatives and Union representatives in attendance.

(M) Management Rights

Except as specifically limited by the express provisions of this Agreement, the management of the Hospital, including but not limited to the right to hire, lay off, promote, demote, transfer, discharge or
discipline for just cause, require observance of reasonable Hospital rules and regulations, direct the 
working forces and to determine the materials, means and the type of service provided, shall be 
deemed the sole and exclusive functions of management.

(N) New Member Orientation [NEW] (HHA's and Homemakers Only)

The Employer shall provide written notice of new hires and transfers following the completion of 
each two-week payroll period to the Union office and to the union steward. This report shall contain 
the employee’s name, phone number, address, social security number; hire date, job title, scheduled 
number of hours and shift.

The Union shall be granted a 45-minute orientation period, during scheduled work time, with all new 
hires and transfers within fourteen (14) calendar days of the receipt of written notification. 
Orientation times, days and location shall be coordinated with the employee’s supervisor. Multiple 
new hires/transferees will be oriented together in a single meeting unless other arrangements are 
approved by the employees’ supervisor.

Article 2 – Grievance and Arbitration Procedure

(A) A grievance is limited to a dispute or controversy between an Employee (or Union) and the 
Employer relating to the interpretation of or application of the express terms and provisions 
of this Agreement.

(B) Any grievance based upon the suspension or discharge of an employee shall be referred 
directly to Step 2 of this procedure within fourteen (14) calendar days following the actual 
date of such suspension or discharge.

(C) The steps in the grievance procedure are as follows:

STEP 1: It is the intention of the parties to create a constructive work environment and to resolve 
potential concerns and issues prior to the formal grievance process. To that end, the Union and the 
Employer agree that solving workplace concerns quickly and by those most directly involved is 
essential to reducing conflicts, grievances and other complaints. The employee, with or without, a 
steward will informally discuss the grievance with the employee’s immediate supervisor.

STEP 2: If the grievance is not resolved under Step 1, it shall be reduced to writing, shall specify in 
detail the alleged violation of the contract and shall be received by the Hospital’s Human Resources 
department. The written grievance must be received by the Hospital within fourteen (14) calendar 
days following the date of occurrence. A grievance relating to pay shall be timely if received by the 
Hospital within thirty (30) calendar days after the pay day for the period during which the incident 
giving rise to the grievance occurred.

Within twenty (20) calendar days following receipt of the grievance by the Hospital, representatives 
of the Hospital, the grievant (or mutually agreed upon number of representatives of a class 
grievance), and the Union (Representative and/or steward) shall meet in an attempt to resolve the 
grievance. The Employer shall reply in writing to the Union within fourteen (14) calendar days after 
the date of the Step 2 meeting. The time for the Step 2 meeting and the Employer’s response may be 
extended by mutual agreement.
STEP 3: ARBITRATION: In the event the grievance is not settled in Step 2 of this article, and in any event not later than twenty (20) calendar days after receipt of the Employer’s written response from the Step 2 meeting, either the Union or the Employer shall have the right to submit the grievance to arbitration.

The Hospital and the Union shall attempt to agree on a neutral arbitrator, who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of nine (9) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Services. The parties proceed to select an arbitrator alternatively striking names from the list. The parties shall flip a coin to see who shall delete first.

Only the Union or the Employer shall have the right to take a grievance to arbitration.

The arbitrator shall meet at a time and place agreeable to the parties, and proceed to hear the parties and the witnesses as soon as is reasonably possible. The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from or modify in any manner the terms and provisions of the Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance, and the arbitrator shall have no power to decide any other issues. The fees and expenses of the neutral arbitrator shall be divided equally between the Hospital and the Union. The award of the arbitrator shall be final and binding upon the Union, the Hospital and the individual Employee filing the grievance.

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived and forfeited and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties.

(D) If the Union has made a timely request for arbitration, the parties may mutually agree to enter into mediation as an alternative means to resolve the controversy. Mediators from the Federal Mediation and Conciliation Service shall be used unless the parties mutually agree to another source. No official records of the mediation sessions will be kept or distributed except that any agreement reached shall be reduced to writing. At such time that either party or the mediator involved determine that agreement cannot be reached, the controversy may be submitted for arbitration pursuant to this Article. No discussions, actions, proposals, or anything said or done by either party or the mediator, either verbally or in writing, may be presented to the arbitrator.

(E) In the event that the Employer deliberately violates the provisions of this Agreement relating to wages, hours of work, seniority rights, job classifications or titles, overtime differentials and vacations, any back pay owed to the employees because of such violation shall be paid by the Employer at the rate of two (2) times the standard straight-time rate or overtime rates. It shall be obligatory for the arbitrator to calculate any cost violations and render the double penalty decision where it is definitely and conclusively shown that such violation was deliberate. Reasonable evidence of clerical errors or honest mistakes in interpretation shall exempt the Employer from the double penalty provisions, and in such case the Employer will be required to pay only the actual amount of back pay involved. This paragraph shall be subject to the above provisions of this Article.
(F) Nothing contained in this collective bargaining agreement shall be construed to impair any of the rights of the Hospital, the Union or the employees under the NLRA as amended.

**Article 3 – Uniform Allowance – Working Conditions**

**(A) Uniform Allowance**

If Management requires, suggests or indicates the desirability or requirement of wearing apparel of a particular color, pattern, design or material, then the Employer shall follow the language of the then current SEIU Healthcare Minnesota Service and Maintenance contract with North Memorial.

If Management requires the employee to wear an identifying device of any nature, such device shall be furnished initially by the Hospital without cost to the employee. The responsibility for repair or replacement thereof shall be on the employee at the employee’s expense.

**(B) Dining – Locker Facilities**

Where employees bring their lunch, a dining room and locker facilities shall be available for their convenience.

**(C) Accidental Breakage**

Employees shall not be held liable for accidental breakage of hospital equipment or items in the patient home during the course of their duty. Please see policies and procedures related to usage of hospital equipment. This shall not apply to an employee who continuously breaks equipment or items due to carelessness or negligence.

**(D1) Breaks – Paid and Unpaid (Home Health Aides/Homemakers)**

All employees shall be allowed without reduction in pay, fifteen (15) minutes relief in each four (4) hour period. The above fifteen (15) minute rest period shall be included in the regular workday. When an employee is able to do personal errands throughout the day, such employee shall use shorter increments of time to calculate each fifteen (15) minute break. If the employee is unable, during the course of his/her regular work day, to take a break(s), he/she shall notify his/her supervisor regarding approval for pay. When an employee is scheduled for an eight (8) hour or more shift with one patient, the breaks shall be taken during the course of the shift. The employee shall take such breaks and remain in the patient’s residence.

All employees shall be entitled thirty (30) minutes unpaid meal break. Preference for having a scheduled meal break shall be communicated with the staffing office.

**(D2) Breaks-Paid and Unpaid (Home Health Clerical Employees)**

All employees shall receive without reduction in pay, fifteen (15) minutes relief in each four (4) hour period. The above fifteen (15) minute rest period shall be included in the regular work day. All employees shall also receive, without pay, a one-half (1/2) hour meal period.
(E) Maintenance of Benefits

Where wages, hours and other conditions specifically covered by this Agreement are lower than those now received by an individual employee, such employee shall not have such conditions reduced by the execution of this Agreement.

(F) The Hospital shall provide computer access for an Employee, during normal business hours, in accordance with the Computer, Network and Internet Usage policy, as may be amended from time to time.

Article 4 – Hours of Work and Overtime

(A) Workweek and Overtime

The basic work period shall be forty (40) hours per week. An employee shall be paid time and one-half (1-1/2) for work in excess of forty (40) hours per week. Further, even though the total hours worked in one week may not exceed forty (40), an employee who works in excess of twelve (12) hours in a 24-hour period shall be paid at the rate of double time. An employee who works a double shift shall receive time and one-half for hours after eight (8) up until twelve (12). Overtime payments shall not be duplicated. Paid sick leave, holiday, and vacation hours shall be considered hours of work for overtime purposes.

If an employee is scheduled to work more than seven (7) consecutive days, such scheduled days will be paid at time and one-half (1-1/2). After the schedule is posted, an employee may request to work more than seven (7) consecutive days. Said employee shall be paid at regular straight time pay unless the extra shift is in addition to forty (40) hours in a week. The Employer and employee may mutually agree to a schedule of more than seven (7) days without overtime when it meets the mutual interests of both parties.

If an employee volunteers to work on his/her scheduled day off, the employee will be paid at his/her regular rate of pay unless the extra shift is over forty (40) hours in a week. If an employee is mandated (after volunteers are sought; at the point at which the Employer contacts the employee directly) to work on his or her day off, the employee will be paid at time and one-half (1-1/2).

Employees hired to work rotating shifts (D/E/N) will not be scheduled to work more than two (2) different shifts unless the employee agrees. Schedules that include more than one shift shall normally rotate within a pay period, unless otherwise mutually agreed upon.

(B1) Weekend Schedule (Home Health Aides/Homemakers Only)

The normal weekend schedule will be one (1) in four (4). If required, additional days, up to every other weekend will be added based on seniority.

(B2) Weekend Schedule (Clerical Employees Only)

The employer may in its discretion assign employees in the newly added classifications, on a rotational basis, to work weekends if necessary, with variability according to department needs, up to a maximum of every other weekend.
(C) **Core Level/Position Definition**

Core Level – Management will determine core staffing levels for each program. Core hours needed shall be indicated on posted schedules. Staff with regularly scheduled work agreements will be scheduled to meet core staffing needs.

Casual Work Agreement – Casuals must work a minimum of one (1) shift per month if the Hospital has work available. The Hospital may increase this requirement based on need. The Hospital will provide at least fifteen (15) days notice before any change shall be effective in the minimum shifts required.

(D) **Work Week Schedule**

Four (4) work week schedules shall normally be posted two (2) weeks in advance of the employee’s scheduled work. Once posted, if a schedule change becomes necessary, the Employer will notify the affected employees as soon as possible. Workweek schedules in conformity with this Agreement shall be furnished to the Union within fifteen (15) days of the execution of this agreement. Any proposed workweek schedules shall likewise be in conformity with this Agreement and shall be furnished to the Union at least fifteen (15) days before the effective date of such proposed change. Upon written request of the Union, the Hospital agrees to meet and confer with the Union before implementation of the proposed workweek schedule change(s). However, the union’s inability to meet prior to the implementation of the schedule will not prohibit said implementation.

(E) **Staffing**

Home Health Aides and Homemakers will normally be scheduled in their home program. The staffing specialist will make a reasonable effort to schedule aides with their primary patients in their home cost center, whenever possible. Quality patient care and client satisfaction are of primary concern to SEIU members and North Memorial Home Health and Hospice. To ensure quality and continuity of care, patients may request a primary aide or aides may request a primary patient. Client and Aide requests will be given consideration when making primary assignments. Aides will be scheduled with their primary patient(s) unless notified by staffing in advance with an explanation. North Memorial will assign all patients to staff, including primary aide assignments. If the patient or aide requests a change to this scheduling pattern, aides may be reassigned.

Home Health Aides and Homemakers may be floated to other programs in such instances to meet the employees’ work assignment, geographic convenience, and providing coverage of issues of absences.

Employees not under guaranteed scheduled hours shall be required to complete an Hours Availability Form. Employees with regular scheduled work agreements who desire to work extra hours shall be required to complete an Hours Availability Form; if trading or exchanging hours on schedule, the completed form must be approved by Management.

Home Health Aides shall call staffing with notification of changes in their daily schedule.
(F) **Scheduling of Additional Clients/Visit Cancellations**

Assignment of additional clients to HOME HEALTH AIDES and/or HOMEMAKERS will require the following process:

- If the workday has begun, Staffers will contact Aides prior to scheduling additional clients within that day to ensure that the additional client(s) will not cause additional work hours beyond the Aide’s regularly worked shift.
- Aides are required to contact Staffers if the Aide’s schedule opens up due to a visit cancellation.

(G) **Overtime Scheduling**

Employees shall not be required to take time off in lieu of overtime pay. To meet the above-scheduled hours, Sunday hours may be reduced. Work hours on Saturdays and Sundays shall not be increased by reason of anything contained in this Agreement.

(H) **Seniority Preference**

In the establishment of workweek schedules, the Home Health and Hospice Department shall give preference to employees in accordance with seniority as far as practicable and consistent with proper organizational management. Employees other than .00 employees will have seniority preference for straight shifts, block schedules and number of hours worked each day shall be granted to the extent possible. No employee shall be offered a regular scheduled work agreement position or increase in work agreement unless seniority is followed. Block schedules are a repeating pattern that may include a regular day off.

(I) **Extra Hours**

Upon posting of work week schedules, employees shall have three (3) calendar days to sign up or call in to the staffing office for extra hours. Extra shifts shall be granted on a seniority basis, first to part-time and casual part-time employees on a non-overtime basis and then to full-time employees. Extra shifts shall be granted as provided in this Section before using temporary employees of outside employment agencies. In order to fill in the work agreements of Home Health Aides and Homemakers, extra hours may be utilized; or employees, upon the discretion of the Employer, may be assigned office work. Provided that in assigning office work to the Home Health Aides or Homemakers for this purpose, such assignment may not take away from shifts that would have been offered to Home Health Clerical Employees by seniority.

Seniority will be waived for hours that remain unfilled or become available prior to twenty-four (24) hours to the request.

(J) **When a Home Health Aide or Homemaker has a pre-approved appointment during regular working hours, the number of patient visits scheduled will be mutually agreed upon by the employee and staffer. If no mutual agreement is reached between the employee and the staffer, a supervisor will decide.**
It shall be understood that any reference in this contract to an employee's scheduled or authorized hours shall always refer to and be defined to include only employees who hold an authorized FTE (full time equivalent) position.

Change in Authorized Hours - Any part time employee who is consistently scheduled and/or consistently works above his/her authorized hours (FTE) for a period of six (6) months or more may request to have his/her authorized hours changed to reflect his/her actual hours worked up to eighty (80) hours per pay period. The Employer will not be required to increase authorized hours if such hours are based on a temporary need, e.g., short term vacation or sick coverage or medical leave. The Employer may decrease authorized hours where an employee consistently gives away his/her scheduled hours over a period of six (6) months or more.

Article 5 (a) PTO
Clerical Employees Only

PTO (Paid Time Off) 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.

(A) Eligibility for Paid Time Off: The designated holiday normally begins at 11 PM prior to the holiday and lasts 24 hours. However, the Christmas and New Year's designated holiday periods extends over thirty two (32) hours from the start of the relief shift (majority of hours scheduled occurs after 3 PM beginning on December 24 through the end of the relief shift which begins on December 25; and New Year's Day shall be deemed to extend over a 32-hour period from the start of the relief shift beginning on December 31 to the end of the relief shift which begins on January 1.

(B) Designated Holidays: The designated holidays are Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas and New Year's. The designated holiday is observed on the actual date of the holiday regardless of whether it falls on a week day, Saturday or Sunday.

a. The designated holiday normally begins on the morning of the designated holiday at 11pm prior to the holiday and lasts 24 hours. However, the Christmas and New Year's designated holiday period extends over thirty-two (32) hours from the start of the relief shift (majority of hours scheduled occurs after 3pm) beginning on December 31 to the end of the relief shift which begins on January 1.

(C) PTO on a designated holiday: If a designated holiday falls on an employee's regularly scheduled day to work and the employee does not work on that day, he or she can elect to use PTO.

(D) Hours worked on a holiday: For employees authorized forty (40) hours or more per pay period, hours worked on the designated holidays shall be paid at time and one-half (1-1/2). Eligible employees who work on a designated holiday, in addition to the hours paid for working, also have the option to pay themselves PTO hours on that day (up to the number of hours worked on the designated holiday shift). Employees authorized to work less than forty (40) hours per pay period who work on a
designated holiday shall be paid holiday hours equal to the number hours worked, in addition to their regular pay.

(E) **Exercise of seniority**: Holiday shifts will be offered to volunteers first in order of seniority. No one will be forced to work more than four (4) holiday shifts in a calendar year, provided the less senior person is able to perform the work. The employer will provide adequate training opportunities for new hires to work the holidays.

(F) **Vacation Period-Seniority**: The vacation year shall be April 1 through March 31. Employees shall submit a request for vacation during the period of January 1 through February 15. The hospital shall respond by March 15. Vacation shall be awarded by seniority and shall be posted in each department. Employees not submitting a request by February 15 shall submit their request at least two (2) weeks prior to the requested vacation, and it shall be granted in the order recognizing seniority if more than one (1) employee makes a request on the same day. The hospital shall respond within seven (7) calendar days from the time of a request made outside of the window period. Requests outside of the foregoing periods will be considered on an individual basis. All PTO shall be granted subject to staffing needs. Eligible employees can begin to use their PTO as soon as they earn it.

(G) **Termination - Paid Accruals**: Employees who have completed at least one year of service and have quit after giving notice required by the contract, or are discharged or laid off, shall be paid in lieu of PTO time so earned at the time of termination or lay off. Additionally, if an employee’s FTE changes such that the employee loses eligibility for PTO, they shall be paid out the remainder of their PTO balance on their next paycheck.

(H) **Illness Occurrence**: If an employee becomes ill or disabled during vacation/PTO time, the employee shall be paid the Medical Leave bank benefit to which the employee would be entitled, upon certification by a competent physician. They shall have the unused portion of such vacation/PTO time during the vacation period returned to their PTO bank. If an employee is absent and does not have PTO available, the time away from work will be unpaid.

(I) **Length of Service**: PTO shall be based on length of service with hospital regardless of any change in classification.

(J) **Conversion between Bargaining Units Classifications**: In the event of a transfer of an employee from a classification included in the “Traditional” Vacation, Sick, Holiday benefit plan to a classification included in the PTO benefit plan, the employee’s vacation time hours will be converted to PTO time hours, one for one. Sick time hours are converted to Medical Leave Bank hours, one for one. Personal Holidays do not transfer in this circumstance. If there are any unused Personal Holidays, they can be used before transfer. Requests to use accrued personal holidays prior to a transfer will not be unreasonably denied. All conversions are subject to the maximum applicable accruals. In the event of a transfer of an employee from a classification included in the PTO benefit plan to a classification included in the
“Traditional” benefit plan, the employees PTO hours will be converted to vacation hours, one for one. Personal Holidays, upon transfer will be awarded based on length of service with the hospital. All conversions are subject to the maximum applicable accruals.

(K) Maximum Accruals: Accrued PTO will carry over from year up to the maximum accrual. The maximum accrual will be one times the annual accrual rate. For example if an employee is at the 25 day accrual rate, up to 200 hours of PTO may be maintained before accrual will stop. This is pro-rated for part-time employees. When an employee reaches this maximum PTO accrual there will be no further accrual of hours until the balance falls below the maximum.

(L) PTO Accrual Rates: Employees will accrue PTO at the following rates:

<table>
<thead>
<tr>
<th>Length of Service</th>
<th>Accrual Rate / Hour</th>
<th>Maximum Accrual</th>
</tr>
</thead>
<tbody>
<tr>
<td>0-4.99 years</td>
<td>.0962</td>
<td>200</td>
</tr>
<tr>
<td>5-9.99 years</td>
<td>.1115</td>
<td>232</td>
</tr>
<tr>
<td>10-14.99 years</td>
<td>.1269</td>
<td>264</td>
</tr>
<tr>
<td>15-19.99 years</td>
<td>.1385</td>
<td>288</td>
</tr>
<tr>
<td>20+ years</td>
<td>.1423</td>
<td>296</td>
</tr>
</tbody>
</table>

(M) Medical Leave Bank: Employees who are authorized to work 60 hours or more per pay period are eligible to participate in the Medical Leave Bank program consistent with North Memorial’s non-contract policy. The medical leave bank will be used after an employee has been out of work for three consecutive work days due to an accident or illness. This time would also be used for a sick child (when out longer than three consecutive days). The employee’s Medical Leave Bank accrues at the rate of 56 hours per year for a full time employee (pro-rated for part time employees). The maximum accrual for an employee’s Medical Leave Bank is 168 hours. When an employee’s reaches maximum MLB accrual there will be no further accrual of hours until balance falls below the maximum.

(N) Medical Leave Bank Use while Receiving Worker’s Compensation: An employee receiving worker’s compensation may elect to use that amount of medical leave banked time necessary to make up the difference between income received from the workers compensation and from any alternate employment at North Memorial and the regular and current rate of her/his position in the bargaining unit at the commencement of her/his leave.

(O) Sick-Disability-Leave Extended and Guaranteed Return: Upon completion of the probationary period as set forth Article 1(K) of this Agreement, an automatic leave of absence without pay shall be granted to an employee in the case of illness or physical disability, including pregnancy, which exhausts accumulated sick leave. Such leave shall be for the period of illness or disability only. Such leave shall not exceed one (1) year in length. However, an employee who has been employed for less than twelve (12) months will only be eligible for an unpaid leave equal to the length of time from the employee’s date of hire up to the date of the leave request. An employee shall be returned to the employee’s regularly scheduled position with full seniority and
without loss of benefits upon certification by a competent physician of recovery from such illness or disability. Sick leave payments as provided in this Article shall be made only during the period of actual illness or physical disability subject to the maximum payments provided herein.

Article 5(b) Holidays

Home Health Aides and Homemakers Only


All full-time employees shall be paid for the following nine (9) holidays if not worked: New Year’s Day, Good Friday or Easter Sunday, Memorial Day, Fourth of July, Thanksgiving, Christmas, Labor Day, and two (2) personal floating holidays at a time mutually agreed upon between each individual employee and management. To receive the two (2) floating holidays, the employees must have completed one (1) year of employment.

Except for work on New Year’s Day and Christmas Day as described in the following paragraph, any employee required to work on any of the five (5) holidays, exclusive of the floating holidays, may at the employee's option, receive another day off with pay or in lieu thereof be paid at the rate of double time for the work performed on such holiday.

New Year’s Day and Christmas Day: For purposes of the this Article, Christmas Day shall be deemed to extend over a 32-hour period from the start of the relief shift beginning on December 24 through the end of the relief shift which begins on December 25; and New Year’s Day shall be deemed to extend over a 32-hour period from the start of the relief shift beginning on December 31 to the end of the relief shift which begins on January 1. Hospitals currently commencing the holiday at 7:00 a.m. may commence the 32-hour period at the start of the night shifts on December 24 and December 31 respectively. All employees working forty (40) or more hours per pay period shall be paid at the rate of time and one-half (1 1/2) for all hours worked on Christmas Day and/or New Year’s Day and shall be given compensatory straight time off for actual hours worked. Employees may elect to receive pay in lieu of the compensatory day off.

Each employee shall be given an opportunity, in order of seniority, to express a preference prior to posting of holiday work schedules as to whether the employee should work the holiday or be off on the holiday.

Employees who work on both Good Friday and Easter Sunday shall be paid holiday pay for only one of the two days.

Employees who are absent from work without good cause on a regularly scheduled work day prior to or after the holiday shall not be eligible for holiday pay; if any full-time employee's day off falls on a holiday, then the employee shall, at the employee’s option, receive holiday pay for such holidays or in lieu thereof, an additional day off within a two-week period.
(B) Part-Time Prorated Premium Pay

Part-time employees with regularly scheduled work agreements who work twenty (20) hours or more per week shall receive holiday pay for time worked on the holidays listed above, and shall also receive two (2) personal floating holidays subject to the provisions of paragraph (A) above.

(C) Casual and Part-Time

Casual and part-time employees who work less than twenty (20) hours per week shall be paid at the rate of double time for seven (7) national holidays, excluding personal floating holidays, if working on the holiday.

(D) Illness or Disability – Extra Day Off

If an employee shall be sick or disabled on a holiday, the employee shall receive sick pay as herein provided and be entitled to an additional day off in lieu of said holiday.

Effective March 1, 2010, all FT employees with a minimum of ten (10) calendar years or more of employment since their most recent hire date will continue to receive an additional floating holiday to be taken at a time mutually agreed upon between the individual and the Hospital. In addition, all FT employees with a minimum of fifteen (15) calendar years or more of employment will receive a second floating holiday according to the above provisions.

Article 6 – Sick Leave / Leaves of Absence

(A) Sick Leave (Home Health Aides and Homemakers Only)

(1) This Article shall apply only to those part-time employees defined herein as work agreements to work forty (40) or more hours per pay period and their maximum accumulation of benefits as set forth in this Article shall not be in excess of their work agreements in any two-week period bears in ratio to eighty (80) hours in the same two-week period.

(2) Each employee shall accumulate paid sick leave on the basis of one (1) day per each month of service up to a maximum of ninety (90) days. All sick leave to which an employee is entitled and which is not used shall be credited to the employee cumulatively during the employee's period of employment. Upon termination, an employee shall be paid a maximum of ten (10) days accumulated sick pay at the rate of one (1) day for each six (6) months employment for which no sick leave is used.

(3) New employees shall accumulate one (1) day of sick leave per month from the first (1st) day of employment. Eligibility to use accrued sick leave shall not begin until after the completion of probationary period.

(4) To be allowed sick leave with pay, an employee must notify the employer, according to department guidelines, of illness or disability at least one (1) hour prior to the beginning of the day shift, two (2) hours prior to the beginning of the evening shift and (3) hours prior to the beginning of the night shift, or as soon thereafter as
possible. The employee shall submit proof of sickness or disability to the Employer if requested, for employees who are in the disciplinary process for absenteeism or where the hospital has a reasonable basis to question the employee’s absence. For purposes of granting or denying the payment of sick leave, request for proof of sickness or disability will be made in advance of the absence.

(5) Part-Time Credit – Part-time employees shall accumulate sick leave at the rate of eight (8) hours’ credit for each 173.3 hours actually worked up to a maximum of ninety (90) days. Sick leave shall be paid to the part-time employee only when the illness or disability falls on the employee’s regularly scheduled workday and only for the number of hours regularly scheduled for the day on which the illness occurs.

(6) Sick leave benefits shall be based on length of service with the Hospital regardless of any change of classification.

(B) Sick – Disability – Leave Extended and Guaranteed Return

Upon completion of the probationary period as set forth in Article 1 (K) of this Agreement, an automatic leave of absence without pay shall be granted to an employee in the case of illness or physical disability, including pregnancy which exhausts accumulated sick leave. Such leave shall be for the period of illness or disability only. Such leave shall not exceed one (1) year in length. However, an employee who has been employed for less than twelve (12) months will only be eligible for an unpaid leave equal to the length of time from the employee’s date of hire up to the date of the leave request.

An employee shall be returned to the employee’s regularly scheduled position with full seniority and without loss of benefits upon certification by a competent physician of recovery from such illness or disability provided the employee returns from such leave within six (6) months of the commencement of such leave. An employee returning from such leave after six (6) months from the day of the commencement of the leave shall be returned to work in their former classification. The employee may then apply for open and available positions within her/his classification and/or may be returned as casual status until a position is obtained. However, if an employee returns to work after six (6) months from the commencement of their leave and the Hospital has not permanently filled the employee’s position, and it remains open and available at the time the employee is ready to return to work then, in that case, the employee shall be returned to the position he/she held prior to the commencement of the leave. Sick leave payments as provided in this Article shall be made only during the period of actual illness or physical disability subject to the maximum payments provided herein.

(C) Jury Duty

Any employee who is called to serve for jury duty and who will be absent shall be allowed time off by the Hospital and shall be paid the difference between the pay the employee received as a juror and the pay the employee regularly receives from the Hospital. Such employee, who is called for such duty and serves, shall notify the Hospital as soon as possible of such and shall furnish the Hospital such information as is necessary to receive the difference in pay from the Hospital.
(D) Bereavement Leave

A leave of absence of three (3) days without loss of pay shall be granted to employees in case of death in the family (parents, parents-in-law, grandparents, grandchildren, brothers, sisters, sons, daughters, husbands, wives or domestic partners, step-parents, step-children, step-brothers and step-sisters) for the purpose of attending the funeral or memorial service of the deceased. Such leave shall be the day before, the day of, and the day after the funeral or memorial service, unless different days are agreed upon between the employee and the Hospital.

(E) Military Leave

Employees shall be granted an unpaid leave of absence for temporary military training. An employee shall not be required to use accumulated vacation or a personal holiday during such leave.

(F) Other Leaves of Absence

Requests for leaves of absence for reasons other than illness, disability, pregnancy or jury duty shall be made in writing and a copy thereof sent to the Union by the Hospital. Such requests may be granted at the discretion of the Hospital.

(G) Replacement for “On Leave” Employees

With respect to all leaves of absence, the Hospital may hire an employee to replace the individual on leave of absence on a temporary basis. The employee so hired shall be terminated upon return of the regular employee from the leave of absence.

(H) Seniority during Leaves of Absence

There shall be no break in seniority during the period of a leave of absence. No credit for purposes of wage increments, vacation or sick leave shall be given during the period of a leave of absence, but an employee shall not lose service previously accrued.

Article 7 – Vacation (Home Health Aides and Homemakers Only)

(A) Accumulations – One Year to Twenty Years

Each employee who has been in the employ of the Hospital for one (1) year or more and has accrued 1600 or more compensated hours in the year prior to the employee’s anniversary date of hire shall receive the following vacation:

1. After one (1) year of employment, two (2) weeks (10 days) vacation with full pay.
2. After five (5) years of employment, three (3) weeks (15 days) of vacation with full pay.
3. After ten (10) years of employment, four (4) weeks (20 days) of vacation with full pay.
4. After fifteen (15) years of employment, 21 days vacation with full pay.
(5) After sixteen (16) years of employment, 22 days vacation with full pay.

(6) After seventeen (17) years of employment, 23 days vacation with full pay.

(7) After eighteen (18) years of employment, 24 days vacation with full pay.

(8) After nineteen (19) years of employment, 25 days vacation with full pay.

Additional vacation hours accrued as a result of reaching fifteen (15) or more years of employment shall not be taken between Memorial Day and Labor Day unless agreed upon between the employee and the Hospital.

(B) Accumulations – Less Than One Year

Each employee who is not eligible for vacation under paragraph (A) and has accrued not less than 800 compensated hours in the year prior to the employee’s anniversary date of hire shall receive one (1) week (5 days) of vacation for the first 800 compensated hours, plus one (1) day of vacation for each additional 173.3 compensated hours, up to a maximum of two (2) weeks (10 days) vacation.

(C) Vacation Period – Seniority - Payments

The vacation year shall be April 1 through March 31. Employees shall submit a request for vacation during the period of January 1 through February 15. The Hospital shall respond by March 15. Vacation shall be awarded by seniority and shall be posted in each department. Employees not submitting a request by February 15 shall submit their request at least two (2) weeks prior to the requested vacation, and it shall be granted in the order requested recognizing seniority if more than one (1) employee makes a request on the same day. The Hospital shall respond within seven (7) calendar days from the time of a request made outside of the window period. Requests outside of the foregoing periods will be considered on an individual basis. All vacation shall be granted subject to staffing needs. Vacation pay shall be paid to employees before leaving for their vacation. For employees scheduled forty (40) hours or more per pay period they may start accessing their accumulated vacation balances after six (6) months of employment. After six (6) months of employment as each additional eight (8) hours of vacation is accumulated, it will appear on the pay stub and be available for use. Employees will be allowed to accumulate up to two (2) times their annual vacation rate.

(D) Termination – Paid Accruals

Employees who have completed at least one (1) year of service and have quit after giving the notice required by Article 9 hereof, or are discharged or laid off, shall be given pay in lieu of vacation time so earned at the time of termination or layoff.

(E) Holiday Occurrence

If a holiday falls during an employee’s vacation, such employee will nevertheless be paid the holiday benefit to which the employee would otherwise be entitled. An additional day of vacation may be scheduled in lieu of the above payment.
(F) Illness Occurrence

If an employee becomes ill or disabled during vacation, the employee shall be paid sick pay upon certification by a competent physician and shall receive the unused portion of such vacation during the vacation period specified in paragraph (C) of this Article.

(G) Length of Service

Vacation benefits shall be based on length of service with the Hospital regardless of any change of classification.

Article 8 – Seniority

(A) Definition

Seniority shall be based on an employee's compensated hours accrued with the Hospital after the most recent date of employment. Compensated hours shall exclude overtime for all hours on and after March 1, 1991. Seniority shall be separate for each classification covered by this Agreement and there shall be a single list of full-time and part-time employees for each classification. Employees voluntarily transferring from one classification to another will accrue compensated hours from the date of transfer to the new classification. Employees involuntarily transferring from one classification to another shall retain all previously accrued compensated hours. 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 Hospital will indicate on its records whether a change of classification is voluntary or involuntary.

(B) Establishment and Posting of Seniority List

Seniority lists shall initially be established by crediting employees with all compensated hours accrued since their most recent date of hire. There shall be no break in seniority during the period of a leave of absence.

Seniority lists shall be revised and posted on a biannual basis on the bulletin board in the Home Health and Hospice department. Within fifteen (15) days after posting, employees may file, with the Hospital, written objections to such lists and a copy thereof shall be forwarded to the Union. Twenty (20) days after posting, such lists shall become permanent unless objection, in writing, is given to the Hospital by the Union. For certain purposes (i.e., vacation requests, job openings, holidays), seniority will be current to the date of the event.

(C) Layoff and Recall

In reducing the number of employees or in making a permanent reduction in hours, the Hospital will determine the number of positions and/or hours to be reduced within a classification. Subject to the preceding sentence, layoffs and permanent 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 fourteen (14) calendar days notice of layoff or pay in lieu thereof.
Laid off employees shall be given the opportunity to return to work in a previous classification held by such employee on the basis of the seniority the employee earned in the previous classification.

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

(D) Reduction Other Than Layoff

In the event the Employer determines a need to reduce the number of employees scheduled on a particular unit and/or shift because of changes in staffing needs the following procedure will be utilized:

1. Voluntary absent days will be requested from employees on the affected unit and/or shift in accordance with staffing patterns established for that unit and/or shift by the Employer.

2. If the needed reduction is not accomplished by (1) above, employees will be required to take absent days on the basis of seniority within the unit on the scheduled shift, provided the more senior employees are qualified and properly oriented to perform the available work. Overtime shifts are canceled first. A senior employee being reduced a full shift under this paragraph will be given the opportunity, to the extent practicable, to replace a less senior employee in the same classification on the same shift provided the more senior employee is qualified and properly oriented to perform the available work. Employees working extra shifts shall be required to take an absent day before any regularly scheduled full-time or part-time employee.

3. All eligible employees shall continue to accrue the following benefits when requested to take voluntary or mandatory absent days:

   (a) Sick Leave
   (b) Vacation
   (c) Health Insurance
   (d) Life Insurance
   (e) Dental Insurance
   (f) Salary Increments
   (g) Seniority
   (h) Pension

In the event an employee who has a position with guaranteed hours has the employee's hours involuntarily reduced under Article 8(D) above, by more than a total of eight (8) shifts within four (4) consecutive pay periods, the Employer will review the staffing needs in the employee's department and determine if layoffs are appropriate. Employees shall be given one (1) hour notice of an absent day to be taken under the provisions of this Section. If the employee does not receive at least one (1) hour's notice, the employee will be given the opportunity to work a minimum of four (4) hours or receive four (4) hours pay in lieu thereof.
(E)  Job Vacancies

Vacancies or new positions shall be awarded to the senior employee applicant where the employee currently possesses the necessary qualifications to perform the work. Qualifications for the job shall be posted by the Employer and the posting shall include the shift and the number of hours for the position. No employee shall be eligible to bid on a job vacancy or new position until the employee has worked in the employee's existing job for a minimum of one hundred fifty (150) days. The provisions of the preceding sentence shall not apply when employees bid on vacancies or new positions in the employee's same classification.

All vacancies shall be posted for a minimum of five (5) calendar days and notice of the same furnished to the Union at the same time. The Hospital shall develop a system to ensure that only applicants signing the posting during the five-calendar day posting will be considered.

Temporary assignments may be made during such posting period only; provided assignments to a new classification may be on a temporary basis for ten (10) days.

If a question arises as to the qualifications of an employee to perform the employee's duties after the above herein procedure has been used, that question, and any other question incidental thereto pertaining to the employee's classification and rate of pay, shall be settled by mutual agreement between the Employer and the Union. If such questions cannot be so settled, they shall be settled by arbitration as provided in Article 2.

In filling vacancies or new positions, senior employees in the classification where the vacancy or new position is located shall be given preference. The Hospital will make reasonable efforts to complete a transfer of an employee to the new position within thirty (30) days, but no later than forty five (45) days unless the Hospital and employee agree to extend this period of time.

(F)  Temporary Vacancies

Notice of temporary vacancies shall be posted by the Hospital. Temporary postings will specify the approximate length of time that the position will be open. Employees in the same classification may apply for the vacancy if it would result in an increase in hours. The position shall be awarded to the senior eligible employee making application. The provisions of this Section shall not apply to a vacancy created by an employee taking a temporary position under the provisions of this section. An employee shall be returned to the employee's regularly scheduled position when the temporary job has been completed. When a temporary vacancy becomes a permanent position, the Hospital will repost that position.

(G)  Negotiations may take place by mutual agreement between the Union and an individual Hospital interested in combining similar jobs (or job classifications) within the contract for the purposes of seniority accrual. This is to allow for employees under such job classifications to work in either classification without a loss of seniority.
Article 9 – Discharge – Quits

(A) No Discharge without Just Cause

The Employer shall not discharge or suspend an employee without just cause. Drunkenness on the job, bringing intoxicating liquor on the premises, use of drugs or dishonesty or infraction of rules directly affecting patient comfort or safety shall be considered grounds for discharge.

(B) Discharge – Suspension – Copies to Union

A written notice of any discharge or disciplinary suspension shall be given the employee and a copy thereof shall be sent to the Union. Verbal warnings are confirmed in writing. The Union may file a written grievance relating to such discharge or suspension. Such grievance must be received by the Employer within seven (7) calendar days of receipt by the Union of the notice of discharge or disciplinary suspension. If such written grievance is filed as provided herein, the parties shall promptly meet and attempt to resolve the matter. If the dispute is not resolved within fifteen (15) calendar days after receipt by the Union of the notice of discharge or disciplinary suspension, the matter may be referred to arbitration pursuant to the procedure set forth in Article 2 of this Agreement. Any demand for arbitration must be in writing and must be received by the Employer within thirty (30) calendar days of receipt by the Union of the written notice of discharge or disciplinary suspension.

(C) Suspension – Time Limits

Disciplinary suspensions shall not exceed fourteen (14) working days.

(D) Employee Quit Notices

Any employee who wishes to quit shall give the Hospital fourteen (14) calendar days notice, in writing, of intention to terminate employment. The failure to give such notice shall result in the forfeiture of any terminal benefits that would otherwise be due the employee under the terms of this Agreement.

(E) Justified – Unjustified Suspension or Discharge

An employee charged with an offense involving discharge may be suspended without pay pending the hearing and decision on the charge. If the specified grounds for discharge are found to be justified, the arbiter may nevertheless suspend for a stated period of time without pay rather than uphold a final discharge. If the specified grounds for discharge are found to be unjustified, the employee shall be reinstated with full pay for the time of suspension and without loss of seniority or other rights and privileges.

Article 10 – Wages

(A) The minimum wage scale for the classifications of work covered in this Agreement shall be as outlined in Appendix A, attached at the end of the Agreement.
All employees:

Lead Pay – If the Employer establishes a permanent lead person for any of the classifications listed in this Agreement, the rate of pay for such lead person classification shall be seventy-five cents ($ .75) per hour above the rate of pay for the applicable classification. The decision as to whether a lead person classification will be utilized shall be made in the sole discretion of the Employer. Any lead position shall be posted and filled in accordance with Article 8(E). Qualifications and clearly defined duties for the job shall be posted by the Employer.

(B) Higher Rates May Be Paid

A higher rate than the minimum pay set forth above may be paid to the employee if the Hospital so desires.

(C) Preceptor Pay

If the Employer establishes a preceptor position for any of the classifications listed in this Agreement, the rate of pay for such preceptor classification shall be seventy-five cents ($ .75) per hour above the rate of pay for the applicable classification.

- Preceptor(s) to be selected and scheduled by the Employer
- All employees identified as preceptor(s) will be required to complete certified preceptor training program prior to assignment
- Employees will be given preceptor pay for all hours when acting as preceptor
- During preceptor training, employees will not receive preceptor pay but will be paid at their regular hourly rate.

(D1) Wage Increments – Full-Time – Part-Time (Home Health Aide and Homemaker only)

Length of service increases shall be based upon compensated hours excluding overtime hours and for purposes of Appendix “A”. One year shall equal 2,080 compensated hours excluding overtime hours. For the implementation of this language, the 2,080 compensated hour requirement will be measured from the date of the employee’s last step increase for part time employees, and for full time employees it will be measured from the date the employee reached his or her last credited year of service. All step increases shall be effective with the pay period commencing after the pay period for which the employee reaches the 2,080 compensated hour requirement. In the event of a change in classification, the employee shall receive a wage rate in the new classification based on said length of service, regardless of whether such new rate is greater or less than the rate in the old classification. Provided, however, that in the event of a voluntary change in classification where the lowest rate of the new classification is equal to or exceeds the highest rate of the old classification, the employee shall be placed at the lowest increment scale of the new classification and will accrue further increments from the date the employee began work in said new classification.

(D2) Wage Increments- Full Time- Part Time (Clerical Employees Only)

Length of service increases shall be based upon compensated hours excluding overtime hours and for the purpose of Appendix “A”. One year shall equal 2,080 compensated hours excluding overtime hours. For the implementation of this language, the 2,080 hour requirement will initially be measured
from the date of the employee's last increase (March 1, 2011). Subsequently, the compensated hour requirement will be measured from the date of the employee’s last step increase. All step increases shall be effective with the pay period commencing after the pay period for which the employee reaches the 2,080 compensated hour requirement. In the event of a change in classification, the employee shall receive a wage rate in the new classification based on said length of service, regardless of whether such new rate is greater or less than the rate in the old classification. Provided, however, that in the event of a voluntary change in classification where the lowest rate of the new classification is equal to or exceeds the highest rate of the old classification, the employee shall be placed at the lowest increment scale of the new classification and will accrue further increments from the date the employee began work in said new classification.

(E1) Consecutive Weekend Shifts (Home Health Aides and Homemakers Only)

Full-time and part-time employees with a minimum of ten (10) years of employment since their most recent date of hire shall receive fifty cents ($0.50) per hour for working any one of the six (6) consecutive weekend shifts starting with the Saturday morning day shift.

(E2) Consecutive Weekend Shifts (Home Health Clerical Employees)

All Home Health Clerical employees shall receive fifty cents ($0.50) per hour for working any one of the six (6) consecutive weekend shifts starting with the Saturday morning day shift.

(F) Advance Notice Work Guarantee

Employees required to report to work shall be guaranteed half of their scheduled hours with a two (2) hour minimum.

(G) “On-Call” Employees

In the event the employer decides to utilize call, employees on call shall receive three twenty three ($3.23) dollars per hour for weekday hours and three fifty five ($3.55) per hour for weekend hours for all time spent on call. On call hours shall not be considered hours worked, and no overtime payment shall be made for such on call time. Hours actually worked during a period of on call duty shall be paid for at straight time or overtime rates of pay, whichever is applicable. On call duty shall be granted on a seniority basis, first to part time and casual part time employees on a non-overtime basis and then to full time employees. Call pay will be reduced by the number of hours paid for performing work while on an on call status. Employees shall maintain an accurate log of all time spent performing work. At the end of the pay period, the time worked for the pay period will be rounded up to the next fifteen (15) minute interval, and employees will submit the log according to the applicable policy. (For example, if an employee performs 3 hours and 8 minutes of work while on call for the pay period, the time would be rounded to 3 hours 15 minutes.) Employees shall receive seniority hours for all hours worked during a call shift, but not the hours awaiting such call.

(H) Pay Days – Employer Computations

Definite paydays shall be established, preferably semimonthly, if possible. 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 total take-home pay, if requested.
employee whose regular day off falls on a payday shall receive the employee’s paycheck, if available, on the last scheduled workday before such payday. Five (5) working days shall be allowed the Employer to make up and distribute the payroll.

(I) Time Card: Time Reporting and Documentation

The employee is responsible for accurately entering and/or correcting all daily time card information in the applicable time reporting system. Patient documentation is considered part of the visit and the employee will complete patient related charting/documentation during the visit time. An employee unable to complete patient documentation during the visit will contact his/her supervisor as soon as possible.

The employee shall Sync their computer at least daily and additionally as needed. Orientation and recurring education related to the proper completion of all daily time card information will occur on hire and as needed when systems change or are updated.

(J) Payroll Error

An Employer payroll error amounting to fifty dollars ($50.00) or more in gross pay shall be corrected in two (2) working days (Monday-Friday) from time of employee request.

(K) Per Visit Rate (Home Health Aides and Homemakers only)

A per visit rate of one and one-half (1 ½) times the employee’s base hourly rate may be offered to Home Health Aides for one (1) hour visits (i.e., bath visits).

(L) Shift Differential Pay (Home Health Clerical Only)

Nights – third (3rd) shift: The shift differential shall be forty cents ($.40) per hour for the night shift. The night shift differential shall be paid for any shift where the majority of hours scheduled occurs after 11:00 PM.

Evenings – second (2nd) shift: The evening shift differential shall be forty cents ($.40) per hour. The evening shift differential shall be paid for any shift where the majority of hours scheduled occurs after 3:00 PM.

Article 11

[Reserved for future use.]

Article 12 – Validation and Inservices
Home Health Aides and Homemakers Only

Inservices are defined as an educational component in the form of a formal class and/or one to one instruction and may or may not include validation. The Home Health Aide must receive at least twelve (12) hours of inservice training per calendar year. Any employee not meeting the requirement of twelve (12) hours of inservice training per calendar year shall not be scheduled to work until such requirement is met. The inservice training may be furnished while the aide is furnishing care to
patients. Inservices may be offered in the form of speakers, video tapes, or self-learning take-home packets. Inservices that are completed on site by the employee will be paid time by the Employer. Inservices that are completed through take-home self-learning packets will be non-paid time. When the employee is requested by the Employer to attend an inservice to meet a particular skill need for patient care, the employee will be paid for time attending the inservice. The Employer shall pay up to twelve (12) hours of inservice time on a non-overtime basis per year. Payment by the Employer will exclude mileage and travel time. The Employer shall offer inservice opportunities for employees on a monthly basis with attempts for a variety of times offered to meet the needs of the employee. All inservices require supervisory approval. Aides shall provide a seventy-two (72) hour notice to Staffers prior to attending an inservice; if an inservice falls within the normally scheduled hours, such inservice shall be included in these hours. Inservices shall be counted as compensated hours for overtime. Inservices done at home shall be paid time if prior approval is granted.

Validation is defined as one-to-one instruction of a skill with a return demonstration of the employee. Validations may occur while the employee is furnishing care to patients by the supervising RN or therapist or may occur in a laboratory setting. Validations, when part of the scheduled work day, will be paid.

**Article 13 – Mileage and Travel Time**

1. **Mileage**
   
   All Employees shall receive mileage reimbursement at the compensated rate per mile specified by the IRS.

2. **Travel Time**
   
   All Employees will receive travel time at their regular rate of pay. When starting and ending in the field, mileage calculation shall begin after the first visit and accrue up to the last visit of the day unless distance of such is greater than from home to office. In that case, work-related mileage shall be reimbursed excluding the distance to/from home to office. At the point where the employee begins tracking additional mileage (outside of home to office) he/she shall begin tracking travel time. The same applies to the return trip home.

**Article 14 – Health and Welfare Benefits**

For Clerical Employees this Article shall be made effective no later than January 1, 2012

(A) **Hospitalization/Medical and Surgical Benefits**

Full-time and part-time employees regularly scheduled to work twenty (20) hours or more per week may elect to be covered under the Hospital’s non-contract hospitalization medical and surgical program as it may be amended from time-to-time by the Hospital.

1. **Employee Coverage** – The Hospital shall pay toward single employee coverage eighty percent (85%) of the monthly rate.
(2) Dependency Coverage – All eligible employees may elect to be covered by the dependency provisions of the plan. The Hospital shall pay seventy-five percent (75%) of the cost of dependency (employee and dependent). The amount to be paid by the Hospital shall be applied to any plan selected by the employee if more than one option is available.

(3) HMO Coverage – The Hospital may offer employees any health maintenance organization (HMO) plan, and the dollar amount employees are eligible to have applied toward the non-contract plan may be applied to such HMO.

(4) Eligibility for Coverage – Employees shall be eligible for the coverage provided in this Section after completing sixty (60) days of employment.

(B) Short Term Disability

Full-time employees shall receive one hundred eighty dollars ($180.00) per week for short term disability commencing the twentieth (20th) day of a disability or after all allowable sick leave has been utilized, whichever occurs later. Disability payments shall be made for a maximum period of twenty-six (26) weeks. Effective March 1, 1998, coverage will be extended to employees working twenty (20) hours per week or more on a pro-rated basis.

Effective March 1, 2000 employees regularly scheduled twenty (20) hours per week or more shall receive fifty percent (50%) of their authorized weekly gross compensation for short term disability commencing the twentieth (20th) day of a disability or after all allowable sick leave has been utilized, whichever occurs later.

(C) Life Insurance

Effective March 1, 2005 the Hospital shall provide and pay the cost of a group life insurance plan providing fifty thousand dollars ($50,000) in coverage to all full-time and part-time employees regularly scheduled to work twenty (20) hours or more per week subject to benefit reductions post age 65. Employees must have completed at least sixty (60) days of employment.

(D) Dental Insurance

The Hospital will pay the full cost of a single employee dental insurance program for full-time and part-time employees who are regularly scheduled to work twenty (20) hours or more per week. Eligible employees shall be covered after completing six (6) months of continuous service with Hospital. Effective July 1, 1991 the Hospital will make available to employees, a family dental option to be paid by the employee.

(E) General

All health and welfare benefits provided in this Article shall be subject to coordination of benefits. The Hospital shall furnish to the Union a list of the employees for whom such benefits are provided and shall notify the Union when any employees are added to or dropped from the list.
(F) **Paid Time Off**

Negotiations for a paid time off (PTO) program may take place during the term of the Contract by mutual agreement between the Union and an individual hospital or hospitals interested in establishing such plan. The PTO Plan may be structured to substitute a specific number of paid days off in lieu of some or all of the existing vacation, holiday, or sick leave provisions contained in this Agreement. No PTO plan would be put into effect without the Union calling for a vote by the membership in the individual hospitals.

**Article 15 – Pension Benefits**

For clerical employees, participation in the Pension Plan will begin, effective January 1, 2012. For Home Health Aides and Homemakers, participation continues as it has in the past.

(A) Pension contributions shall be provided to the existing Twin City Hospital Workers Pension Fund in the following manner:

- Effective March 1, 2008: $.56 per hour
- Effective January 1, 2012: $.56 per hour
- Effective March 1, 2016: $.63 per hour
- Effective March 1, 2019: $.67 per hour

(B) The Hospital shall pay from the employee’s date of hire to said pension fund, the above amount for each hour worked by each employee covered by the terms of this Agreement. Payment shall be made periodically for periods not to exceed one (1) month, at such times as shall be agreed to between the parties. In computing and determining the number of hours worked by any employee under this Article, all time off from work on paid sick leave, paid jury leave, paid funeral leave, paid holidays, paid vacation or any other compensated hours shall be counted as hours worked by the employee.

The Hospital shall furnish the following information to said pension plan: Employee name, address, date of hire, birthdate, and social security number. The Hospital shall also furnish to the pension fund on a monthly basis, a list of all hours worked by each compensated employee covered by this Agreement.

(C) The payments made shall be used to provide pension benefits for covered employees and shall apply to employees retiring on or after January 1, 1966. The amounts paid to the pension fund shall be held in trust for the exclusive benefit of all covered employees.

(D) The pension fund shall be administered by a Board of Trustees initially consisting of six (6) members. Three (3) shall be designated by the Union and three (3) by the Hospitals’ representative, Metropolitan Healthcare Partnership (MHP)). In the event other hospitals, not members of MHP become contributing employers to the pension fund and there is agreement that such hospitals shall be represented on the Board of Trustees, the number of trustees shall be modified to provide for such representation. Provided, however, that in all events the number of Union trustees shall equal those designated by the Hospitals. All action of the trustees shall be by unit vote with the Hospital trustees collectively casting one (1) vote and Union trustees collectively casting one vote. The parties shall forthwith amend the...
provisions of the existing Pension Trust Agreement and Pension Plan to incorporate the changes in the method of administration provided in this Section.

There shall be an annual meeting of the trustees and such other meetings as they may determine.

An annual audit of the pension fund shall be conducted by a certified public accountant, which shall be selected by mutual agreement of the Union and the Hospitals. If no such selection has been made within sixty (60) days of the date hereof, selection shall be made by this Board of Arbitration.

The trustees shall apply all funds received pursuant to this Article exclusively to provide pension funds, except such disbursements as are specifically provided for herein. They shall serve without compensation, but may be reimbursed for actual and necessary expenses incurred, in connection with their duties as trustees. They may authorize payment of reasonable expenses of administration of the fund, including such fees and services as are directly related to the pension fund.

(E) Employees covered by this Agreement shall automatically be members of the pension fund upon submission by the Employer to the pension fund of such information as may be necessary for pension purposes. The trustees thereupon shall certify the facts of such membership to the Hospital and the covered employee. No application, enrollment or other kind of action shall be required of any such employee as a condition to coverage or membership within the pension fund.

(F) Any unresolved dispute arising out of the action, or inaction, of the trustees, or the operation of the pension fund, shall be submitted to arbitration upon prompt written notice by the parties. Such notice shall set forth the nature of the dispute and request submission thereof to a neutral arbitrator. The effect of any proposed action by the trustees, or any proposed operation of the pension fund shall be suspended, upon giving such notice, until determined by the neutral arbitrator. The neutral arbitrator shall be designated by agreement of the parties. If no agreement is reached, the Chief Judge of the District Court of the Second Judicial District (Ramsey County) shall submit the names of five (5) qualified neutral arbitrators. The parties shall then alternately delete names from this list until one name remains. The remaining person shall then serve as the neutral arbitrator. The decision of the neutral arbitrator shall be final and binding on all parties. The fees and expenses of the neutral arbitrator shall be paid as an expense of administration of the pension fund.

(G) Existing Retirement Plans as of June 2, 2011 (Clerical Employees Only)

The employer will maintain its existing non-contract retirement plan through December 31, 2011 as follows: For clerical employees who satisfy the eligibility requirements set forth in the current non-contract Money Purchase Pension Plan program, North Memorial will continue to provide a non-elective contribution to the retirement plan in an amount equivalent to three (3) percent of the employee’s eligible earnings.

For all clerical employees that satisfy the match eligibility requirements set forth in the existing non-contract North Memorial Health Care 401-K plan, North Memorial will continue to contribute a
matching contribution of $1 for every $1 of participant contributions, up to a maximum of three (3) percent of eligible earnings through December 31, 2011.

Article 16 – Social Security Benefit

The Hospital and the Union shall cooperate and perform all acts necessary to insure coverage of any employees eligible for benefits under the Federal Social Security Act of said benefits which may now or hereafter be applicable to any employee.

Article 17 – Health and Safety

A. Beginning with patients admitted after April 1, 2007, the Hospital shall relay relevant available information regarding clients and the client environment to the Aides, prior to the aide’s first visit to the client or if the aide has not visited the client in the past four (4) calendar weeks. This information shall include: phone number, address, directions, infectious diseases (if known to the Hospital), mobility, estimated weight, equipment needs of client, co-habitants present at client’s home and other information on the Request for Home Health Aide/Homemaker Companion Services form.

The Client phone number, address and directions shall be provided to aides for all subsequent visits to non-primary clients.

Home Health Aides shall have the right to make a request to the case manager, supervisor, manager or director for additional help in the form of an additional aide, appropriate functional equipment, or modifications to care plan.

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

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

The Hospital will make reasonable effort to provide employees with safe and adequate equipment, training (including hazard awareness), a safe working environment, and safe facilities.

The Hospital will provide an opportunity for employees to participate on an appropriate committee dealing with infectious diseases and other similar issues.

C. SEIU Health and Safety concerns will be addressed either through the Hospital’s existing Health and Safety Committee or as a component of the Hospital’s Labor Management Committee (LMC) as a standing agenda item. These concerns may include the consideration and development of recommendations on health and safety matters. The Hospital will
cooperate in providing relevant background information to the LMC or Health and Safety Committee.

D. Reporting Employee Abuse: The employer shall provide to all employees, a mandatory training on the reporting and processes of following up on physical, mental or emotional abuse and/or treatment by patients/clients/residents. The training for Home health Aides and Homemakers will be provided as part of their 12 hour of in-service training.

E. When it is determined that an employee has suffered an exposure in the workplace due to an infectious agent, hazardous chemical agent, or harmful physical agent and, as a result, is not permitted to work by the Hospital or by an appropriate regulatory agency the employee shall be kept whole for loss of salary and benefits, including pension and seniority, until such time as the employee becomes eligible for workers’ compensation or disability insurance. The Employer further agrees that such an absence shall not be used for discipline or any other purpose under the Employer’s attendance policy.

If a quarantine directed by a state or federal agency is due to a workplace exposure and the quarantine results in the employee being unable to leave the hospital, the Hospital shall provide room and board without charge for the duration of the quarantine. The employee shall be reimbursed for mutually agreed upon reasonable expenses incurred as a direct result of the quarantine.

F. The Hospital will have a trained response team which will respond to all emergency situations where physical violence or the threat of physical violence occurs. A process will be developed to record and report these incidents and review them in the Hospitals’ Health and Safety Committee. The Hospital will encourage employees who are victims of confirmed assault in the workplace to recognize the potential emotional impact and will offer counseling or other delayed stress debriefing.

When it is confirmed that an employee has been assaulted at work and is unable to continue working the employee will be given the opportunity to be free from duty without loss of pay for the remainder of that shift.

G. The parties agree to comply with Minnesota Statutes 182.654, Subd. 11 – Refusal to work under dangerous conditions.

Article 18 – Educational Development

(A) The Hospital shall pay full-time employees and part-time employees regularly scheduled to work twenty (20) or more hours per week, minimum reimbursement in the amount of seventy-five percent (75%) of tuition and required fees and books to two thousand dollars ($2,000) per year, and effective March 1, 2016, minimum reimbursement in the amount of seventy-five percent (75%) of tuition and required fees and books to two thousand five hundred dollars ($2,500) per year.

(1) The employee must apply in advance in writing, specifying the course, institute, workshop, in-service training, or class the employee wishes to attend.
(2) Such education must be health care related and approved by the Hospital.

(3) Payment shall be made upon satisfactory completion of the approved educational unit.

(4) An employee must be employed by the Hospital for a period of six (6) months before the employee is eligible for such reimbursement and must remain in the employ of the Hospital for a period of six (6) months after the completion of the education. Provided, nevertheless, that employees shall repay the Hospital any reimbursement they have been paid hereunder to the extent that they do not continue to, or make themselves available to return to work at the Hospital for at least six (6) months after the completion of the educational unit. Any amount due the Hospital under this Section may be deducted from the employee’s final paycheck.

(B) Any education required by the Hospital subsequent to employment shall be provided during hours compensated pursuant to the contract Agreement and with the expense thereof paid by the Hospital.

(C) Upon presenting evidence of obtaining the recognized Hospice Certification, an employee will be reimbursed by the Hospital for one set of study materials, one application fee, and one testing fee. Employees may apply for reimbursement for renewals of that certification as described in Section (A) above.

**Article 19 – Receipt of Gifts and Gratuities by Employees**

When an employee is offered a gift, gratuity or other items of value, the employee will proceed with the following process:

(1) Decline offers of cash – suggest a donation to the Home Health Fund or the Hospice Memorial Fund as an alternative.

(2) Staff is encouraged to decline gifts to facilitate the maintenance of professional boundaries with clients.

(3) Follow the corporate policy about accepting gifts.

**Article 20 – No Strike / No Lockout**

There shall be no strikes or lockouts, of any kind whatsoever, during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of Article 2.

**Article 21 – Cope Check Off**

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

Article 22 – Lobby Day

Except in cases of emergency of unavoidable situations where it would have the effect of depriving clients of needed aide care, upon two (2) weeks notice, the Hospital shall, one time per calendar year, grant leave for a regularly scheduled shift of lost time for up to two (2) SEIU Healthcare Minnesota bargaining unit members to participate in an SEIU sponsored Lobby Day. Employees so participating will be required to use vacation or personal time for such leave. The employee must have sufficient vacation or personal time available to cover the leave at the time the leave is taken.

Article 23 – Duration and Renewal of Agreement

Except as otherwise provided, this Agreement shall be effective from March 1, 2018 through and including February 28, 2021. This Agreement shall remain in full force and effect from year to year thereafter, unless either party shall notify the other party, in writing, at least ninety (90) days prior to March 1, 2021 or March 1 of any year thereafter of its intention to change, modify or terminate this Agreement.
IN WITNESS WHEREOF the undersigned have caused this Agreement to be executed the day and year first above written.

North Memorial Health

Nick Wombacher 3/1/18
Nick Wombacher

Date

SEIU Healthcare Minnesota

Melvin Anderson 3/29/18
Melvin Anderson

Date

Liz Asmus 3/6/18
Liz Asmus

Date

Noel Bandy 3/28/18
Noel Bandy

Date
Letter of Understanding
between
North Memorial Home Health
and
SEIU Healthcare Minnesota

This is to confirm this agreement reached during the 1996 negotiations regarding 20-year employees. The intent of this Letter of Understanding is to provide an opportunity for straight day shifts and/or no weekend shifts to 20-year employees when that becomes possible. When the opportunity to create such shifts occurs, the parties will confer to determine the feasibility and impact of the changes on patient care, the work of the department, the effect on other employees, and whether to proceed with creating this opportunity.

Signed this 4th day of June 2015.

/s/ George F. Wesman
North Memorial Health Care

/s/ Brenda Hilbrich
SEIU Healthcare Minnesota
Letter of Understanding
between
North Memorial Home Health
and
SEIU Healthcare Minnesota

The Union and Hospital hereby agree that neither will discriminate in any area protected by applicable law on the basis of race, color, creed, religion, national origin, sex, marital status, disability, status with regard to public assistance, sexual orientation, age, or any other status protected by applicable law.

By: /s/ George F. Wesman
    North Memorial Home Health

By: /s/ Brenda Hilbrich
    SEIU Healthcare Minnesota

Date: 6/15/15
Date: 6/4/15
Letter of Understanding
between
North Memorial Home Health
and
SEIU Healthcare Minnesota

It is agreed that ratification of a Collective Bargaining Agreement between North Memorial Health Medical Center and SEIU Healthcare Minnesota regarding Homemaker Companions and Home Health Aides effective March 1, 2004 will have no effect whatsoever on subsequent meetings between the Union and the Hospital regarding the Hospital’s “Driving Policy” or on any subsequent grievance regarding that policy.

By: /s/ George F. Wesman
North Memorial Home Health

By: /s/ Brenda Hilbrich
SEIU Healthcare Minnesota

Date: 6/15/15

Date: 6/4/15
Letter of Understanding
between
North Memorial Home Health
and
SEIU Healthcare Minnesota

Process Improvement for Scheduling

In our recently completed negotiations, the parties have agreed to create a Process Improvement Team in order to effectively implement the intent of Article IV Section (e) of the Collective Bargaining Agreement. The team shall be comprised of at least two (2) SEIU Healthcare Minnesota members, management, and other affected personnel.

The team shall convene meetings by March 30, 2007 and continue to meet through the implementation of the new scheduling process. The frequency and duration of such meetings shall be by mutual agreement of the parties. Members of the team shall be compensated by the Hospital for all meetings.

The Process Improvement Team shall meet six (6) months after the implementation of the new scheduling software to review progress and to make additional changes and improvements. Should the team see no immediate need to meet, the team shall meet annually thereafter.

By: /s/ George F. Wesman
North Memorial Home Health

By: /s/ Brenda Hilbrich
SEIU Healthcare Minnesota

Date: 6/15/15

Date: 6/4/15
Letter of Understanding
between
North Memorial Home Health
and
SEIU Healthcare Minnesota

Preceptor Pay

It shall be an order of first priority for the Home Health Labor Management Committee to determine how to implement the preceptor pay section of this agreement for the clerical employees. The parties agree to convene the first LMC meeting within 60 days of ratification of the contract.

By: /s/ George F. Wesman
    North Memorial Home Health

By: /s/ Brenda Hilbrich
    SEIU Healthcare Minnesota

Date: 6/15/15

Date: 6/4/15
LETTER OF UNDERSTANDING
between
North Memorial Home Health
and
SEIU Healthcare Minnesota

Subject: Seniority

Within 18 months of the ratification of the collective bargaining agreement, the Union may request to change the manner in which seniority is determined. Any change must apply to all bargaining units.

Seniority Calculations: The only options to which the seniority calculations may change are on compensated hours and date of hire as follows:

Option 1: Compensated Hours:
Maintain current classification seniority system.

Option 2: Date of Hire
For purposes of a date of hire method, seniority will be determined by the employee’s most recent date of hire into a bargaining unit position at the employee’s current facility or in the case of a transfer within that facility to a bargaining unit position, the most recent date in which an employee transferred into the bargaining unit (non-contract to contract).

AGREED TO:

MULTIPLE EMPLOYER HOSPITALS

By: /s/ George F. Wesman
Dated: 6/15/15

SEIU HEALTHCARE MN

By: /s/ Brenda Hilbrich
Its: Director
Dated: 6/4/15
## Appendix A – Wages

### Start
- **3/1/2018*:**
  - Homemaker Companions: $13.47
  - Home Health Aides: $16.07
- **3/1/2019*:**
  - Homemaker Companions: $13.71
  - Home Health Aides: $16.36
- **3/1/2020*:**
  - Homemaker Companions: $13.98
  - Home Health Aides: $16.69

### Wage Increases
- Wage increases will be effective the first full pay period commencing after March 1 of each year.

### Homemaker Companions
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*Wage increases will be effective the first full pay period commencing after March 1 of each year.
### Medical Secretary I

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*Wage increases will be effective the first full pay period commencing after March 1 of each year.*
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*Wage increases will be effective the first full pay period commencing after March 1 of each year.
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