Collective Bargaining Agreement

Between

Olmsted Medical Center Hospital

and

SEIU Healthcare Minnesota

6/1/2019 through 5/31/2022
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AGREEMENT

OLMSTED MEDICAL CENTER HOSPITAL, a non-profit corporation under the laws of the State of Minnesota, hereinafter referred to as the “HOSPITAL” and SEIU HEALTHCARE MINNESOTA, hereinafter referred to as the “UNION”, agree as follows:

ARTICLE I.
RECOGNITION

The HOSPITAL hereby recognizes the UNION as the sole and exclusive bargaining representative of all employees of the HOSPITAL employed in the units of the HOSPITAL in Rochester, Minnesota, subject to the applicable law with respect to wages, hours, and all other working conditions, excluding employees in the following classifications:

- Laboratory Technicians
- Supervisors
- Registered Nurses
- Licensed Practical Nurses
- X-ray Technicians
- Surgical Technicians
- Office and Clerical Employees
- Technical Employees
- Casual and On-Call Employees
- Professional Employees

ARTICLE II.
UNION SECURITY

A. The HOSPITAL and the UNION agree not to enter into any contracts or agreements with the employees herein, individually or collectively, which conflict with the terms or provisions hereof.

B. All employees covered by this contract shall become members of the UNION and shall, during the life of this Agreement, remain members of the UNION in good standing as a condition of continued employment. All new employees shall, not later than sixty (60) days after the date of hire, become members of the UNION and remain members of the UNION in good standing during the life of this Agreement as a condition for continued employment. “In good standing” – for the purposes of this Agreement – is defined to mean the payment, as required by the UNION, of a standard initiation fee and standard regular monthly dues or fees in lieu of relating to the Union’s collective bargaining function.

C. A written statement signed by the HOSPITAL shall be presented by the HOSPITAL to each employee hired and said statement shall provide as follows:
STATEMENT TO NEW EMPLOYEES

There is a contract between OLMSTED MEDICAL CENTER HOSPITAL and SEIU HEALTHCARE MINNESOTA, covering wages, hours and working conditions. Under the contract between the HOSPITAL and the UNION, you are required to become a member of the UNION in good standing not later than sixty (60) days after your date of hire and to remain a member of the UNION in good standing for the duration of this Agreement as a condition of continued employment. “In good standing” is defined to mean the payment, as required by the UNION, of a standard initiation fee and standard regular monthly dues or fees in lieu of relating to the Union’s collective bargaining function.

OLMSTED MEDICAL CENTER HOSPITAL

By: _______________________

D. Within sixty (60) days after an employee covered by this contract has been hired or employment terminated, the HOSPITAL, shall mail the UNION written notice thereof stating the employee’s name, address, department, work classification, FTE, telephone number, and date of hiring or date employment terminated.

E. The HOSPITAL agrees to deduct membership dues and/or service fees, plus initiation or enrollment fees, or fees in lieu of required of a member in good standing under Section B of this Article, from the earnings of any bargaining unit employee who has executed and submitted a written authorization form that has been mutually agreed to by the UNION and the HOSPITAL, but that shall not in any case be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. The HOSPITAL agrees to make said deductions and to remit the same not later than the 15th day of the following month to the office of the UNION together with a list showing the name of each employee for whom deductions are made and the amount of each said deduction.

F. When a vacancy exists in the bargaining unit, the HOSPITAL will notify the UNION, which may refer candidates for appointment.

G. 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. 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.

H. The Union will hold the HOSPITAL harmless from any dispute with an employee concerning deductions made under this Article.
I. The Union has an interest in holding meetings on an every other month basis where all union stewards are expected to attend. The HOSPITAL will attempt to accommodate a union steward’s request to be released from work in order to attend such a meeting, provided that the meeting is scheduled to commence at or after 3:30 p.m., and that the HOSPITAL is given at least six weeks’ advance notice of this bimonthly all-stewards meeting.

ARTICLE III.
HOSPITAL RIGHTS

A. The HOSPITAL retains all inherent management rights not specifically limited by this Agreement.

B. The HOSPITAL retains all rights and authority necessary to operate and direct its affairs, including, but not limited to its functions and programs, its overall budget, utilization of technology, its organizational structure, selection of personnel, direction and number of personnel.

ARTICLE IV.
SENIORITY

A. Seniority shall mean continuous length of service with the HOSPITAL in the job classification covered by this contract based on the date on which the employee moved into the employee’s current job classification. In general, an employee’s seniority rights as set forth in this Agreement shall depend upon the employee’s classification seniority. In certain cases as specified in this Agreement, the employee’s seniority rights as set forth in this Agreement shall depend upon the employee’s date-of-hire seniority (defined as the employee’s length of continuous service with the HOSPITAL after the most recent date of hire). Employees shall not acquire seniority until they have completed their probationary period, then seniority shall revert to the date of employment. The probationary period for each employee shall be the first sixty (60) days of employment, except for part-time employees whose probationary period shall be the first ninety (90) days of employment. Probationary periods may be extended by the HOSPITAL for an additional thirty (30) days upon notice to the UNION.

B. If an employee has an authorized FTE status in two or more different classifications, then the employee shall have a seniority date for each classification corresponding to the date on which the employee moved into the respective classification. Provided that the FTE levels for all of the employee’s classifications add-up to .5 FTE or above, the employee shall be considered a regular employee .5 FTE or greater for all classifications, so that the employee’s name will be included on the .5 FTE – or-above seniority lists for all classifications in which the employee has any authorized FTE status.

C. For the purpose of this contract, to the extent that seniority is a factor, regular employees .5 or greater shall have seniority preference over part-time employees less than .5.

D. Within thirty (30) days after the signing of this Agreement and every six (6) months thereafter, the HOSPITAL shall post and furnish the UNION up-to-date seniority lists of all
employees covered by this Agreement. Such seniority lists shall be conclusive unless they are challenged within forty-five (45) days after receipt of the seniority lists by the UNION. In the event of any such challenge, the final settlement shall be determined on the basis of the records of the HOSPITAL. Regular employees .5 or greater and part-time employees less than .5 are to be listed separately on such seniority lists.

E. The existence of any vacancy or new position within the bargaining unit shall be posted as soon as such exists, on a bulletin board agreed upon by the HOSPITAL and the UNION and on the bulletin board(s) in the department in which the vacancy occurs. The UNION will be given a copy of all postings and will be notified of the awardee. Any employee in the bargaining unit shall be permitted to apply for the vacancy provided he or she files a written application with the Administrator or his/her designee seventy-two (72) hours after posting, excluding Saturdays and Sundays. If an employee is to be on vacation or extended leave of absence, he or she may leave a written notice with his or her supervisor of his or her desire to be considered for other positions.

F. Applicants in the departments in which the vacancy or new position occurs, who possess the qualifications required to do the job, will be given the first opportunity to fill the vacancy. Preference is to be accorded on seniority provided the person’s training and experience indicate sufficient ability to perform.

G. If there are no qualified applicants in the department in which the vacancy or new position occurs, applicants from other departments who possess the qualifications required to do the job, will be given the opportunity to apply.

H. In the event there are no qualified applicants from any department for the vacancy, the HOSPITAL shall fill such vacancies from other sources. The foregoing procedures shall not apply to transfers within job classifications except that an employee may apply for a posted vacancy in his or her classification, which has a more desirable shift.

I. If training is to be offered to employees on a basis other than seniority, the HOSPITAL will notify the UNION.

J. In reducing personnel because of lack of work or other legitimate reasons, the last employee hired shall be the first employee laid off in each job classification. All part-time employees less than .5 will be laid off before any regular employee .5 or greater in that classification is laid off. When part-time employees in a job classification are to be laid off, and part-time employment is desirable to maintain the work schedules of the HOSPITAL, a sufficient number of the most junior regular employees in that job classification may be asked to work on a part-time basis. A regular employee working .5 or greater who is asked to work on a part-time basis and who is unwilling to do so, may be laid off and a part-time employee retained to perform such part-time work.

K. An employee with a minimum of two years seniority who has been laid off may be permitted to “bump” into another job within the bargaining unit, providing he or she meets the minimum qualifications for the position and that he or she shows reasonable ability to do the work.
L. In recalling employees from layoff, the last employee laid off shall be the first employee returned to work in the classification. All regular employees .5 or greater in a job classification will be returned to work before any part-time employee less than .5. If an employee is recalled from layoff within six months, the employee will retain the employee’s date-of-hire seniority date. If the employee was eligible for benefits at the time of layoff and is recalled to a position that is benefits eligible, the benefits will be reinstated when the employee returns to work; in other words, the employee will not need to serve the waiting periods for benefits that normally apply to new hires.

M. A list of employees to be recalled from layoffs shall be furnished to the UNION at the time the HOSPITAL sends notice to the employee. If an employee so notified does not report to work within seven (7) days after the date his or her notice was mailed, registered mail, return receipt requested, he or she shall forfeit seniority unless he or she has a reasonable explanation for not reporting.

N. For purposes of this contract, qualifications to do a given job shall be based on skill, efficiency, job performance, capability and seniority.

O. Re-employment of employees returning from Military Service shall be governed by the federal law and state law (if applicable).

P. Any employee who is transferred with his or her consent to a job classification other than his or her current job classification will retain (but not accumulate) seniority in that classification and start seniority in the new job classification.

Q. An emergency situation shall be considered to be any situation, which may endanger the health or safety of the patient. The HOSPITAL will make every effort to contact replacement personnel.

R. Seniority shall be forfeited on the following grounds:

1. Voluntarily leaving the employ of the HOSPITAL.

2. Discharge for cause.

3. Failure to report for work after a layoff after being called back to work.

4. The employee has been on continuous layoff for six (6) months.

5. Failure to report to work as scheduled following an unpaid leave of absence that was granted to the employee under the terms of Article VI.

S. THE HOSPITAL and THE UNION will cooperate in the limited use of supervisors to perform bargaining unit work, with reasonable exception for business necessity.
ARTICLE V.
GRIEVANCE PROCEDURE AND ARBITRATION

A. The grievance procedure hereinafter set forth in this Article is established for the specific purpose of providing prompt and amicable means of settlement of all questions arising under the terms of this Agreement or the application of them. Both the HOSPITAL and the UNION shall make every effort to settle grievances quickly and amicably and with a minimum of friction.

B. In the event there is any question as to the interpretation of or adherence to these Articles of Agreement, either party (the UNION or the HOSPITAL) may contact the other party in an attempt to settle the alleged grievance. For the purpose of this Article, “day” shall be defined to include any day of the week – i.e., so that it means calendar day rather than business day. The following shall be the grievance procedure:

STEP 1: It is the intent of this Agreement that all parties to the grievance be encouraged to participate at Step 1. This shall include the employee, immediate supervisor, business representative or shop steward, and any designated representative of the HOSPITAL.

STEP 2: If the grievance is not settled at Step 1, it shall be reduced to writing and submitted to Hospital Administration within thirty-one (31) days from the date of occurrence. A grievance relating to pay shall be timely if received by the Employer within thirty-one (31) days after the pay day for the period during which the circumstance underlying the grievance occurred. The written grievance must specify the provision(s) of the agreement claimed to be violated. The Union Business Representative and the designated representative of the HOSPITAL shall attempt to settle the grievance. A grievance or complaint by the HOSPITAL shall likewise be put in writing and signed by a Hospital representative and delivered to the UNION.

Within five (5) days after the Step 2 meeting, the HOSPITAL shall submit a written response to the grievance to the UNION.

The Grievant shall attend the Step 2 meeting. The parties will normally attempt to meet within 21 days after submission of the written grievance.

STEP 3: If the grievance is not settled at Step 2 within five (5) days, the parties agree that the matter may be submitted to a mediator from the Federal Mediation and Conciliation Service (FMCS). The mediator will assist in resolution of the grievance. In the event that mediation is unable to resolve the problem, the parties may proceed to arbitration.

The parties agree that Step 3 is optional, and that either party may demand arbitration if the matter is not resolved at Step 2.

STEP 4: Either party may submit the matter to arbitration. Requests for arbitration must be submitted in writing within ten (10) days after the UNION's receipt of the written response required by Step 2. Arbitration shall be handled in the following manner:
a. Either party may request from FMCS a list of names of qualified arbitrators. The parties shall request and use a “Metropolitan” panel of arbitrators from FMCS. The HOSPITAL and the UNION shall each strike names from the list submitted until only one name remains. The party asking for arbitration shall take the first strike.

b. The party requesting the arbitration shall, at the time of notification to the other party, state in writing the matter to be arbitrated and the relief that is sought. Authority of the arbitrator shall be limited solely to the determination of the matter submitted to the arbitrator in writing. The arbitrator shall not have power to add to, subtract from or modify in any way the terms of this contract. If, during the course of the arbitration hearing either party introduces any facts, which were not introduced during any of the steps of the grievance procedure, the arbitrator shall have the discretion whether or not to grant a requested extension of hearing.

c. The decision of the arbitrator shall be made not later than thirty (30) days after the hearing of the evidence, and the arbitrator’s decision shall be final and binding upon both parties and employees involved.

d. Expenses of arbitrator shall be paid equally by the HOSPITAL and the UNION.

e. By mutual agreement of the parties, the time periods, number of arbitrators and the time period for rendering a decision may be waived. The parties may waive a Board of Arbitration by mutual consent if they can agree on a single neutral arbitrator.

f. In the event of cancellation, the fee for cancellation shall be paid by the party canceling, unless otherwise agreed by the parties.

C. A mathematical or mechanical mistake resulting in an under or over payment to an employee may be corrected within sixty (60) days of the payday involved. The failure to meet the time limitation for filing a grievance, or for making the request for arbitration, shall result in the grievance being waived and forfeited. Any dispute over compliance or non-compliance with these time limitations shall be subject to the grievance-arbitration procedure.

D. The words “shop steward” shall mean and refer only to employees who are designated by the UNION in writing to the HOSPITAL as authorized representatives of the employees for grievance procedure purposes. Whenever such authorization is withdrawn as to any individual shop steward or a new shop steward is added to the number of those authorized, the UNION shall promptly notify the HOSPITAL in writing of such action. The HOSPITAL and its representatives shall be fully protected with a shop steward so authorized with respect to any grievance as to which he or she has at any time purported to represent the aggrieved employee, and they need not deal with any shop steward not so authorized.
E. Nothing herein shall operate to deprive the individual employee of his or her right to make direct appeal to the officials of the HOSPITAL on any alleged grievance without consulting officials of the UNION.

F. If the grievance involves the suspension, demotion, or discharge of an employee who has completed the required probationary period, the grievant's remedy for violations of the contract shall be the grievance and arbitration procedure under this Agreement. This does not affect any individual rights any employee may have which are covered by statute.

G. Nothing in this Article shall be construed to prohibit the Union Representative and the designated Hospital Representative from conferring to determine the nature and scope of any grievance or possible grievance.

ARTICLE VI.
LEAVES OF ABSENCE

A. An unpaid leave of absence may be granted for purposes of education advancement, illness, temporary disability, union, or other reasons deemed valid by the HOSPITAL. Leaves of absence will not be granted to allow an employee to work for another employer. Requests for leave must be approved by the supervisor and submitted within two (2) weeks prior to the commencement of the leave and in no case may it exceed twelve (12) months. A leave of absence will not be granted to employees who have worked less than twelve (12) months unless it is for reasons of disability. Unauthorized leaves of absence may result in dismissal. Benefits will not accrue during any unpaid leave of absence.

B. Employees shall be granted time off without pay for the purpose of negotiating a collective bargaining agreement with the HOSPITAL provided that not more than six (6) employees will be granted time off for any single negotiation meeting if scheduling allows. An employee must request the time off at least twenty-four (24) hours prior to the time requested. Not more than one employee from a department will be granted time off and in no case will any employee be paid by the HOSPITAL for time spent on Union business. Time spent by the Bargaining Committee on contract negotiations will be counted towards their PTO accruals.

Any member of the Union, who is on the payroll of the HOSPITAL at the time s(he) is appointed or elected to a permanent or temporary office of the Union, or the International Union, requiring services which will take him/her off the payroll, shall be given a leave of absence for one year (12 months), however, after eleven (11) months of the leave, the HOSPITAL and Union will meet to discuss if an extension of such leave will be granted.

C. When employees are no longer able to work due to temporary disability, the employee may utilize available PTO and short-term disability leave during the period of disability according to the HOSPITAL's short-term disability policy. A physician's verification may be required before leave of absence is approved. The leave request shall be submitted at least two (2) weeks in advance of the leave, unless the employee's physical condition precludes it.
D. Disability leave may be granted for the actual period of disability for a period not to exceed twelve (12) months or until an employee is eligible for long term disability pay, whichever comes first. If the employee is unable to return to work at the end of this period, a physician’s statement indicating the length of potential disability will be requested. If the employee is unable to return to work at the end of this period his or her employment status will be reviewed by the hospital and may be terminated. This provision applies if the employee is not expected to return to employment in the twelve-month period and if a physician has verified that an employee cannot return to work in that 12-month period. The decision whether to extend the period of leave will be made by the HOSPITAL in each case. In no case will an employee be allowed to remain on disability leave status after the physician indicates that the employee may return to work.

E. An employee who is returning from a leave of absence must notify his or her supervisor within two (2) weeks prior to his or her return for the purpose of scheduling work hours and job assignments. Once a supervisor is notified the employee is able to return to work, every effort will be made to place a returning employee in the same classification he/she previously held. If this is not possible, every effort will be made to provide the employee work at his or her current pay rate during the two-week period. Immediately following the two-week period, the employee will return to the same classification, status, schedule and pay he/she previously held.

1. Every effort will be made to place a returning employee in the same classification he or she previously held. If this is not possible, the employee will be given a position of comparable status and pay.

2. Any employee who fails to report for duty within three (3) days following the expiration of leave shall be considered to have resigned from his or her position.

3. For the twelve months of a medical leave of absence, an employee’s PTO accrual date will not be adjusted. No benefits will accrue while an employee is on unpaid leave status. Seniority will accrue up to a period of twelve months.

ARTICLE VII.

HOURS OF EMPLOYMENT

A. The workweek will commence on a day of the week selected by the HOSPITAL and shall consist of five (5) days, forty hours and two (2) days of rest within a seven (7) day period.

B. The HOSPITAL will adopt a pattern of scheduling so that each regular full-time employee shall have at least two (2) Sundays off out of four (4) – together with a day consecutive therewith, it being understood that either a Saturday-Sunday or Sunday-Monday combination will meet this requirement. Regular employees with an authorized FTE status of .5 FTE or above may not request PTO on more than three (3) weekends per calendar year that they are scheduled to work on the master calendar. It will not be considered a violation of the Agreement for any employee to agree to work more than two weekends out of four.
C. Employees shall be granted preferential work schedules and preferential days off in accordance with their seniority within the section in the respective units consistent with the efficient operation of the section. Employees may submit a written statement to their supervisor expressing preferential work shifts and days off. Prior to posting the master schedule, preferences will be honored according to the employee’s seniority within the job classification. Additional hours that are offered as the result of unscheduled absences that arise during the posted schedule shall be filled in accordance with this section. If the HOSPITAL receives 24 hours or less notice of an unscheduled absence prior to the start of the employee’s shift, the HOSPITAL will not be required to offer any additional hours on the basis of seniority. If the HOSPITAL received more than 24 hours notice of any unscheduled absence prior to the start of the employee’s shift, then the HOSPITAL will offer any additional hours on the basis of seniority when to do so does not interrupt the efficient operation of the department, cause an overtime or double time situation, or require a change in the posted schedule. Employees will be required to work a reasonable amount of additional hours. Should all qualified employees refuse the additional hours, the least senior employee(s) must accept the additional hours and report to work. Nothing in this section shall restrict the right of the HOSPITAL to determine whether additional hours are to be worked. Further, nothing in this section shall preclude the HOSPITAL from offering additional hours by seniority even when not required to do so.

D. Time and one-half shall be paid for all hours worked in excess of eight (8) in any one-work day or in excess of forty (40) in any one-work week, but not both. Time and one-half shall be paid for all hours worked on the sixth day of work in any one-work week. Double time shall be paid for all hours worked on the seventh day of work in any one-work week. No new or extra employees will be called to work in a given job classification if regular employees in such a job classification and unit are working less than forty (40) hours in a work week.

E. All work performed on the eighth consecutive day, and on each succeeding consecutive work day will be paid at the rate of double time. PTO time that is taken shall not count as a day that is worked for purposes of determining whether the employee has worked eight or more consecutive days thereby entitling the employee to double time.

F. The following rules will apply:

1. If the employee has scheduled PTO on the posted schedule, and is then called-in on the employee’s day off (other than the scheduled PTO day), then the scheduled PTO hours shall count as hours worked for purposes of overtime and premium pay for working on the sixth and/or seventh workday in a workweek.

2. If the employee has no scheduled PTO on the posted schedule, and the employee calls-in during the posted schedule to take PTO, and is then called-in to work on a day after taking PTO, then the PTO hours shall count as hours worked for purposes of overtime and premium pay for working on the sixth and/or seventh workday in a workweek.
3. If the employee is called-in to work on the employee’s day off (other than a scheduled PTO day), and then requests to take PTO on or for a day after being called-in to work, then the PTO hours would not count as hours worked for purposes of overtime or premium pay for working on the sixth and/or seventh workday in a workweek.

G. No employee shall be required to take time off because of extra hours worked beyond his or her regular schedule.

H. Work schedules will be made up to cover a minimum period of four (4) weeks and shall be posted in a location most convenient to all employees in a scheduling unit as far in advance as possible, but not later than one (1) week prior to the start of the new schedule. Employees will be permitted to trade shifts only with supervisory approval, provided the traded shift does not place either employee in a premium pay situation.

I. Where employees report to work without having been notified not to report, they shall receive at least four (4) hours’ work or four (4) hours’ pay in lieu of work.

J. Employees requested to work on his or her day off and who report to work, and no work is available, shall be paid four (4) hours at the rate of time-and-one-half for such called-in work. If the work is finished in less than four (4) hours, the employee may leave upon completion of the work, but shall be paid for no less than four (4) hours for each time called in. In so far as practical, the HOSPITAL shall give notice of twenty-four (24) hours in advance to employees called in to work on his/her day off. If a maintenance employee is called in when he/she is on-call they will be paid for two (2) hours, if called in more than once on the same day he/she will be paid at the rate of time-and-one-half for the time they work but no less than one hour.

K. The following rules will be followed in the distribution of overtime work:

1. In all instances, the HOSPITAL shall have the right to determine whether overtime is to be worked.

2. Scheduled overtime (defined as overtime which the HOSPITAL can reasonably anticipate at least twelve (12) hours before the overtime work would begin) shall be offered to qualified employees in the job classification in order of their seniority. If the overtime is to be for more than fifteen (15) days duration, it may be offered to a junior employee to allow the senior employee to take time off periodically. If the qualified employees with higher seniority decline the work, the junior qualified employee in the job classification must accept the overtime.

3. When an employee is working on a specific task, which is not completed by the end of his or her shift, and the HOSPITAL determines that the task should be completed on an overtime basis, the employee shall be assigned to do the overtime work. Overtime for Maintenance employees will be offered to the person on call, unless specific skills are required or unless an employee is
finishing a task to which he or she has been assigned. However, if at the time
the task is begun, the HOSPITAL can reasonably anticipate that the task will
extend beyond the end of the shift and that overtime work will be required,
the HOSPITAL shall, to the extent practical, offer the opportunity to perform
the task to the qualified employees in the job classification, who are working
on that shift in order of their seniority. If qualified employees with higher
seniority decline the work, the junior qualified employees with higher
seniority decline the work, the junior qualified employee in the job
classification working on that shift must accept the overtime.

4. Subject to the foregoing, an employee shall be expected to work reasonable
amounts of overtime when requested to do so by his or her supervisor.
Advance notice of twenty-four (24) hours shall be given when practical to do
so.

L. Definition of regular full time and part-time employees will be defined throughout
the contract where applicable.

M. The HOSPITAL agrees to schedule employees for a minimum shift of three (3)
hours, except for call-in of employees for in-service training, which will have a minimum shift of
two (2) hours.

N. Management will be responsible at all times for finding people to fill shifts due to
absences.

ARTICLE VIII.
HOLIDAYS

A. Employees who are designated as .5 FTE and above and work on the following
holidays will receive time and one half for each hour worked. Employees who are designated as less
than .5 FTE will be paid on the same basis as non-union employees for hours worked on the
designated holiday. Employees who do not work on the designated holiday are expected to use PTO
as payment for time not worked.

<table>
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<tr>
<th>Holiday</th>
<th>Date</th>
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<tbody>
<tr>
<td>New Year’s Day</td>
<td>January 1</td>
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<td>Memorial Day</td>
<td>Last Monday in May</td>
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<td>Independence Day</td>
<td>July 4</td>
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<td>Labor Day</td>
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<td>Fourth Thursday in November</td>
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<td>Christmas Day</td>
<td>December 25</td>
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</table>
ARTICLE IX.
PAID TIME OFF (PTO)

A. PTO is to be used for vacation time, holidays, personal time, business appointments, family emergencies, medical and dental appointments, errands, and illnesses of three or less consecutive work days. Employees may use PTO for their child's illness.

B. PTO is provided to employees working .5 FTE or greater on a prorated basis. Employees hired prior to 1/1/99 working less than .5 FTE will be eligible for PTO on a prorated basis.

C. Employees will begin earning PTO from their first date of hire, but may not use accrued PTO until they have completed ninety (90) days of employment.

D. PTO will accrue according to the following schedule for qualifying employees. PTO will be prorated for employees working .5 to .99 FTE.
PTO is not earned on unpaid time, hours in excess of eighty (80) in a pay period, paid absences of greater than ninety days, hours paid under workers compensation, and on-call hours. PTO will accrue each pay period PTO will be considered compensable time if the employer requests the employee to work. PTO may not be used to create consecutive day pay.

E. Employees working 1.0 FTE will be allowed to reserve up to 160 hours of PTO and carry it over to the next pay period year. This is prorated for part-time employees. PTO must be used before time off without pay. All employees may cash out up to eighty (80) hours of accrued PTO at the end of each pay period year at the employee’s current hourly rate. Any PTO in excess of 160 hours at the end of the pay period year will be forfeited. However, part-time employees who have accrued additional PTO hours due to working above his/her FTE will be evaluated on a case-by-case basis to prevent any forfeiting of excess PTO hours. Upon termination of employment, any accrued unused PTO will be paid to the employee. If an employee becomes eligible for STD, during his or her PTO, he or she may, at his or her option with notice to the employer, discontinue his or her PTO and draw STD benefits as provided in Article XI of this agreement. In such event, the employee may take the unused portion of this PTO at a later time. For the purposes of Article IX, Section E, “pay period year” shall be defined as the 26th pay period in the calendar year. Furthermore, it is agreed that any changes to the PTO benefits that are applied to non-contract employees groups shall be applied to the bargaining unit groups.

F. The first three days [twenty-four (24) work hours] of any illness are deducted from PTO. Illnesses in excess of three days [twenty-four (24) work hours] are deducted from the employee’s short-term disability allotment. The first twenty-four (24) hours are prorated for employees scheduled .5 to .99 FTE.

G. Requests for PTO must be approved or denied by the employee’s supervisor. Scheduling of PTO will be arranged so that the functioning of the department will not be impaired. There shall be two periods each year during which employees may submit PTO requests that will be approved on the basis of seniority.

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<th>Time Off Period</th>
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<td>June 1-November 30</td>
<td>March 1-March 14 or next business day</td>
<td>April 1 or next business day</td>
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<td>December 1-May 31</td>
<td>September 1-September 14</td>
<td>October 1</td>
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During the request periods identified above, the employees may choose one of the following four options: (1) Submit no request, (2) Submit one request for up to seven consecutive calendar days (for example, Saturday through Friday), (3) Submit two requests, each for up to seven consecutive calendar days; (4) Submit one request for between eight and fourteen consecutive calendar days. All employees are encouraged to submit their requests on the first day of the Request Period (March 1 or September 1), in order to help the supervisors in an effort to respond to employees in advance of the close of the Request Period.

Employees may submit PTO requests after the Request Periods identified above, starting on April 8 or the next business day, or October 8 or the next business day, as the case may be. These PTO requests made after the Request Periods identified above shall be submitted by e-mail, and they will be approved on a first-come, first-served basis regardless of seniority. Such requests will be approved, denied, or pended, in writing, within 10 working days of the request being made.

H. All employees scheduled for .5 FTE or greater will accrue PTO benefits based on their hours worked. For employees scheduled less than .5 FTE on January 1 and July 1 of each calendar year, the HOSPITAL will review the actual hours worked during the preceding six month period and determine if PTO benefits should be provided for the next six months based on the actual number of hours worked.

I. Employees may gift PTO to other employees who experience serious illness and have exhausted their PTO and short-term disability. Such transfers must be approved by the HOSPITAL, must be in a minimum of one (1) hour increments, and are calculated at the pay rate of the giver, but used at the pay rate of the receiver.

ARTICLE X.
INSURANCE BENEFITS

A. The HOSPITAL shall provide employees (after ninety (90) days of employment) working .5 FTE or above medical insurance and life insurance on the same basis as provided to other Olmsted Medical Center employees.

B. One member of the UNION will be eligible to represent the UNION on an insurance committee to make recommendations to the HOSPITAL on insurance programs.

ARTICLE XI.
SHORT TERM DISABILITY

Benefits will be offered on the same basis as provided to other OMC staff.

ARTICLE XII.
UNIFORMS
A. The HOSPITAL will provide and launder uniforms for all classifications in sufficient quantity as to provide a clean uniform to each employee for each full work shift. The HOSPITAL will replace uniforms when they are no longer serviceable.

B. Employees who are required by the HOSPITAL to wear OSHA approved safety shoes shall be reimbursed for their purchase, up to $25.00 per year.

C. The Hospital will provide winter jackets, over shoes and coveralls for employees in the maintenance and custodial departments in sufficient quantities and sizes to accommodate the maximum number of employees per shift.

**ARTICLE XIII. BULLETIN BOARDS**

The UNION shall be entitled to reasonable use of the bulletin boards of the HOSPITAL for the purpose of posting notices of official business. Other matters of interest to employees may be posted if approved by the HOSPITAL.

**ARTICLE XIV. WAGES**

A. All wages shall be computed on an hourly basis. There shall be not less than twenty-six (26) pay periods in a one-year (1 yr.) interval.

B. An employee required to fill a higher rated job temporarily shall receive the rate for that job to which he or she would be entitled according to his or her own seniority while on that job and must be paid such higher rate for at least one (1) hour. An employee required to fill a lower rated job temporarily shall receive his or her regular rate while on that job.

C. Employees who are scheduled between the hours of 6:00 p.m. and 6:00 a.m. shall receive a night shift premium of $1.80 per hour. Employees who are scheduled to commence work between 2:00 p.m. and 5:59 p.m. shall receive a $1.80 per hour differential for hours worked starting at 3:00 p.m. Employees who are scheduled between the hours of 11:00 p.m. Friday through 7:00 a.m. Saturday, and 11:00 p.m. Saturday through 7:00 a.m. Sunday, will receive a weekend night premium of $2.70 per hour. Employees must work a minimum of four (4) hours in order to be eligible for the weekend night premium or the weekend day shift premium. Effective August 23, 2016, employees who work weekend day shifts will be paid a differential of $1.25 per hour. A weekend day shift is defined as a shift scheduled to commence between the hours of 5:00 a.m. and 1:59 p.m. on a Saturday or a Sunday. Employees may not stack premiums. Employees who are called into work on a weekend are not eligible for the weekend premium.

D. Each employee who is required to leave his or her job because of a work related injury shall receive pay for all hours he or she was scheduled to work on the day the injury or illness occurs, either through workers compensation or the short term disability plan according to the employee’s short term disability balance.
E. If new classifications are added during the period of this contract, the rate for each will be negotiated with the Business Representative of the UNION.

F. In the event that split shifts are initiated by the HOSPITAL, the premium rate shall be the same as for night shift premium for all shifts worked.

G. The HOSPITAL may hire temporary employees to perform bargaining unit work on a temporary basis, not to exceed six months. After ninety days of continuous employment, they will become eligible for union membership and seniority accrual in accordance with Article II. Furthermore, the HOSPITAL will notify the Union without delay in writing the name, department and classification and the date of hire for the temporary employee. They shall be paid at the entry rate for the classification.

H. Employees who transfer into a new classification will move to the six month step, providing that doing so does not place them at a pay rate higher than any other employee with greater seniority in the classification. After nine months of work in the new classification, employees will be paid at a wage rate based on total years of consecutive employment in a Union classification at the HOSPITAL.

I. Employees required to wear a pager will receive $4.50 per hour for the time they are expected to be on call. Effective on the first day of the first full pay period on or after June 1, 2018, this amount will increase to $4.75 per hour. Trading of call will be permitted with permission of the supervisor. On-call employees will continue to receive on-call pay when called back to work as a result of being on call. Maintenance employees required to use their personal vehicle in the course of performing their duties will be reimbursed at the current IRS mileage rate for travel. This does not apply to travel to and from the work place when on call.

J. An employee shall receive a wage increment (or step increase) after reaching the applicable benchmark as set forth in the attached wage scales. All step increases shall be effective on the first day of the pay period during which the employee reaches the applicable benchmark.

**ARTICLE XV.
RELIEF BREAKS**

All employees will receive one relief break of fifteen (15) minutes in length within every four (4) consecutive hours worked each working day. The times of the day relief breaks should be taken will be mutually agreed upon between the employee and the department head or supervisor, the intent being that the effectiveness of the department and the maximum quality of patient care be insured and that the refreshment facilities be used most advantageously. In the event an employee extends an eight-hour work shift by an additional two hours, the employee will receive a fifteen (15) minute relief break during this extension.
ARTICLE XVI.
DISCIPLINE AND DISCHARGE

A. The Employer may discharge or suspend an employee without warning for criminal offenses, use of drugs or alcohol which affect the employee’s performance on the job, abuse of a patient or harassment of a coworker. In all other cases, including poor work performance, the employee is entitled to receive at least one written notice prior to discharge or suspension. Copies of such notices will be provided to the Union without delay. No employee who has successfully completed his or her trial work period shall be dismissed from employment without cause.

B. If an employee is subject to disciplinary action, he or she may request the presence of a Union Representative during questioning. However, if two (2) or more members of management are to be present during a disciplinary meeting, the employee shall be allowed the presence of a shop steward or business representative, whichever one is available at the time of the meeting.

C. All correspondence will be removed from the employee’s personnel file at the employee’s request if, within the following 12-month period, no further offenses of the same nature are committed.

ARTICLE XVII.
HEALTH AND SAFETY

A. All employees will be required to complete a health history questionnaire upon employment. They may also be required to have periodic screening or examinations to prevent infection of contagion within the HOSPITAL.

B. The HOSPITAL will provide safety lenses and frames to those employees required to wear them as a condition of their employment. The employee must provide for his or her eye examination. THE HOSPITAL also agrees to provide other safety equipment required by OSHA. In the event safety equipment is provided but not used by an employee, he or she may be subject to disciplinary action.

C. The written drug and alcohol testing policy applied to non-union employees and independent contractors of The Hospital shall apply to bargaining unit employees subject to this Agreement. The Hospital agrees that it must have just cause to discipline any bargaining unit employees for alleged failure to comply with the terms of the drug and alcohol testing policy and that any discipline issued for alleged violation of that policy is subject to the grievance and arbitration procedure specified in this agreement.

D. A slot on the Workplace Violence Committee shall be reserved for a member of the bargaining unit, provided that the Committee remains in existence and active. The bargaining unit member holding this slot will be selected by the Employer and the Union.
ARTICLE XVIII.
FUNERAL LEAVE

A. A supervisor may authorize up to, but not exceeding, three working days paid funeral leave for an employee who experiences a death of a family member, including spouse, parent, sibling, child, step-relations, half-relations, grandparents, grandparents-in-law, grandchildren and legal wards, parents-in-law, siblings-in-law. Time off, not to exceed eight (8) hours, will be granted for the employee’s attendance at the funeral of a niece, nephew, cousin, aunt or uncle. Of the allotted time off, only the portion the person was scheduled to work will be paid. The paid funeral days must be consecutive. Consecutive days are those days immediately preceding or following the funeral and include the day of the funeral. The HOSPITAL agrees to work with the employee to allow time off for the funeral of a non-family member. Further, it is agreed any changes to the funeral benefits that are applied to non-contract employee groups during the term of this Agreement shall be applied to the bargaining unit employees.

B. If an employee becomes eligible for paid funeral leave during PTO, he or she may at his or her option discontinue the PTO and draw funeral leave as provided in this Article. In such event, the employee may take the unused portion of his or her PTO at a later time.

ARTICLE XIX.
JURY PAY

A. If a regular employee .5 or greater with seniority is summoned for jury service, such employee will be paid the difference between the jury pay and the pay the employee would have earned at the HOSPITAL for each day of jury duty which falls on a day on which the employee would otherwise be working at the HOSPITAL. If, on a day the employee would otherwise be working at the HOSPITAL, he or she is released from jury duty prior to the end of his or her scheduled shift at the HOSPITAL, the employee will be expected to return to work as soon as possible. To be eligible for benefits under this Section, the employee must endorse and turn over to the HOSPITAL, the check he or she receives for jury duty. The HOSPITAL will, in turn, pay the employee the pay the employee would otherwise have had if he or she had not been required to perform jury service.

B. If an employee becomes eligible for jury duty during PTO, he or she may at his or her option, discontinue PTO and take the unused portion of PTO at a later time.

ARTICLE XX.
RETIREMENT PLAN

A. The HOSPITAL shall provide employees with a retirement plan benefit on the same basis as provided to other non-exempt Olmsted Medical Center employees.

ARTICLE XXI.
POLICY ON NONDISCRIMINATION
A. The HOSPITAL and the UNION agree not to discriminate against any employee or applicant for employment or membership on any basis prohibited by law.

ARTICLE XXII.

SUBCONTRACTING

The HOSPITAL shall retain the right to contract out work with vendors or others for goods and/or services provided:

A. That the act is performed in good faith, represents a reasonable business decision and does not subvert the Agreement between the Parties; and

B. That in the event the subcontracting may result in either the possible transfer or displacement of any employee currently in the bargaining unit, the HOSPITAL shall notify the UNION not less than thirty (30) calendar days in advance. During this thirty (30) day period, the HOSPITAL Administrator will meet with the Union Representative and negotiate any impact the subcontracting may have on the employees involved.

ARTICLE XXIII.

JOB DESCRIPTION

Job descriptions for bargaining unit positions will be prepared by the HOSPITAL and provided to the UNION.

ARTICLE XXIV.

UNION REPRESENTATION VISITATION

A. When visiting the HOSPITAL premises, the UNION must first notify the HOSPITAL Administrator and advise the Administrator of the purpose of his or her visit.

B. The UNION representative is not to meet the HOSPITAL supervisors without the Administrator or his or her designated representative being present.

C. If the UNION representative wishes to speak to the bargaining unit employees who are on duty, he or she should so advise the Administrator. The Administrator will then contact the supervisor involved to advise the supervisor that the UNION representative will be meeting with the bargaining unit employees.

D. The UNION representative will endeavor to arrange his or her visits with bargaining unit employees so as not to interfere with proper HOSPITAL operations. To this end, the UNION representative will avoid meeting with the employees in groups.

ARTICLE XXV.

TRAINING
A. Tuition reimbursement is available by request with supervisors’ approval in advance. If specific education is required by the HOSPITAL, the cost of such education will be paid by the HOSPITAL with supervisors’ approval.

B. Training pay is available for Union members when training a new employee into a classification covered by the collective bargaining agreement. This training pay is available for training an employee who is new to a classification and includes training for new hires, temporary employees and transfers into a new classification. Employees eligible to receive the training pay will be eligible for no more than a total of twenty-four (24) hours, at the rate of $1.00 per hour in addition to the employee’s current hourly rate. Training pay will be paid in no less than four (4) hour increments with a three (3) hour shift exception for the Dietary Department’s three (3) hour shift. The trainer will be determined by the supervisor, who will make the decision based on the trainee’s availability for training hours as well as the priority areas for training.

C. Training for Maintenance and Custodial employees will be provided on all equipment and systems purchased by the Hospital that Maintenance or custodial Staff will be required to work on. Furthermore, the Maintenance employees will be allowed to attend schooling for the Energy Management System. Common sense will be applied to meaning of the terms “equipment” and “systems.”

D. Employees will be paid for time spent attending work related seminars and training outside the Hospital provided such seminars or training have been approved in advance by supervisor. Subject to supervisor pre-approval all maintenance employees will be paid for C.E.U's as required for licensure.

ARTICLE XXVI.
ORIENTATION

During the first week of employment, the HOSPITAL agrees to provide shop stewards fifteen (15) minutes of time with new hires.

ARTICLE XXVII.
FAMILY AND MEDICAL LEAVE

An employee who has been employed by the HOSPITAL for twelve (12) months and who has completed 1,250 hours of work during the twelve (12) month period immediately preceding the commencement of such leave will be entitled to leave under the Family and Medical Leave Act of 1993 in accordance with its provisions and the HOSPITAL’s applicable policy.

ARTICLE XXVIII.
RESPECT AND DIGNITY

The Union and the HOSPITAL recognize that workers in the healthcare industry are employees deserving of the highest regard. The Union, the HOSPITAL, the Non-Union and Union employees will work together to honor the principles of respect and dignity. The parties and Non-
Union and Union employees agree that the continued success and operation of this HOSPITAL is dependent upon their mutual respect for one another’s work.

ARTICLE XXIX.
LABOR MANAGEMENT COMMITTEE

The Union and the Employer may establish a Labor Management Committee to meet on agreed-upon dates to discuss appropriate topics.
ARTICLE XXX.
DURATION AND EFFECTIVE DATE OF AGREEMENT

Except as otherwise provided, this Agreement shall be effective June 1, 2019, through and including May 31, 2022.

This Agreement shall remain in full force and effect from year to year thereafter unless either party shall notify the other party in writing at least ninety (90) days prior to May 31, 2022, or May 31 of any year thereafter of its intention to change, modify or terminate this Agreement.

OLMSTED MEDICAL CENTER HOSPITAL

[Signature]
7-2-19
Date

SEIU HEALTHCARE MINNESOTA

[Signature]
7-2-19
Date

[Signature]
7-2-19
Date
LETTERS OF UNDERSTANDING

1. Training for maintenance staff will be allowed for equipment and systems for which the HOSPITAL and Maintenance staff has jointly agreed is assigned to the maintenance department as their responsibility and for which training is available. The HOSPITAL and Maintenance department will determine the number of individuals to be trained.

OLMSTED MEDICAL CENTER HOSPITAL

Signature
Kevin Higgins
Printed Name
10-27-16
Date

SEIU HEALTHCARE MINNESOTA

Signature
Jackie Lubahn
Printed Name
11-10-16
Date
Wage Agreement between OMC and SEIU HEALTHCARE MINNESOTA  
6/1/2019 through 5/31/2022

Note: Temporary employees will be paid at the entry rate for the designated classification.

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