Collective Bargaining Agreement

between

Glacial Ridge Health System

and

SEIU Healthcare

Effective

January 1, 2019

through

December 31, 2021
345 Randolph Avenue, Suite 100
St. Paul, Minnesota 55102

Member Action Center and General Number:
1.800.828.0206 or 651.294.8100
Fax Number: 651.294.8200

Visit our website at: seiuhealthcaremn.org
WEINGARTEN RIGHTS

Any time you are brought into a meeting with a supervisor, you should say the following:

“If this discussion could in any way lead to my being disciplined or terminated, I respectfully request my union steward, representative or officer be present at the meeting.

Without representation, I choose not to answer any questions.”
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Preamble

This Agreement, made and entered into by and between the undersigned Glacial Ridge Health System, hereinafter referred to as the "Employer" and SEIU Healthcare Minnesota, hereinafter referred to as the "Union."

Article 1 - Recognition

The Employer recognizes the Union as the sole and exclusive representative of its regularly scheduled nurses in the classifications set forth in Appendix A hereof and within the bargaining unit certified by the Minnesota Bureau of Mediation Services in Case Number 94-HCE-854; said bargaining unit including all regular full-time and part-time non-supervisory registered nurses and licensed practical nurses employed by Glacial Ridge Health System at its Glenwood Hospital and Clinic, its Brooten Clinic, and its Home Care /Hospice Operations, excluding supervisory and confidential employees.

(A) Classification or Title Change

In the event the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job classification not specified in Appendix A hereof, the issue shall be submitted to the Bureau of Mediation Services for determination. The Employer has the right to create new job classifications and to establish initial terms and conditions of employment for such new classifications. The Employer shall thereafter negotiate with the Union over such terms and conditions for the classification and in the event of a dispute, an arbitrator shall resolve any differences pursuant to Article III, regarding such terms and conditions for the new classification. The Employer shall notify the Union when an employee transfers in or out of the unit.

(B) No Discrimination

There shall be no discrimination on the part of either the Employer or the Union in favor of or against any employee because of his/her membership in the Union or because of his/her acting as an officer or in any other capacity on behalf of the Union or the Employer.

(C) No Contradictory Rule

The Employer agrees not to enter into any agreement or contract with its employees within the bargaining unit either individually or collectively, which conflicts with or contradicts any of the provisions of this Contract. No statement or rule shall be made or established by the Employer or the Union which conflicts with or contradicts any of the provisions of this Contract.

(D) Steward /Union Leaders
The Employer recognizes the right of the Union to elect or select from employees who are members of the Union, steward/Union Leaders to handle such Union business at the facility 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 Employer agrees to recognize the Business Representative of the Union as the proper authority to adjust with the Employer any controversy between the parties as to the meaning and application of the provisions of this Agreement.

(E) Union Security

There is a Collective Bargaining Agreement between the Employer and SEIU Healthcare Minnesota covering wages, hours of work, and other terms and conditions of employment. The Collective Bargaining Agreement provides that the Union is the sole representative for the classification of work for which the Employee is hired. After completion of thirty (30) calendar days of employment, the Collective Bargaining Agreement provides the Employee with the following two choices:

1. Employees may elect to become a Union member and participate fully in the affairs of the Union by paying dues on a percentage basis, per pay period

2. Employees may choose not to become a Union member. These Employees shall not be able to attend membership meetings or participate in contract negotiations.

At the time of employment, a new employee who shall be subject to this Agreement, shall be informed of this by the Employer and the Union.

It is the Employee’s responsibility and a condition of employment to ensure that payments to the Union are made on a timely basis. The Collective Bargaining Agreement provides that Employees may voluntarily elect to have Union dues deducted from their checks and sent to the Union following the completion of thirty (30) days of employment and shall be paid per pay period thereafter.

(F) Dues Deduction

The Employer agrees to deduct Union dues from the wages of employees who voluntarily provide the Employer with a written authorization to make such deductions. The Union will provide to the Employer verification that dues deductions have been authorized by the employee. Employees may express such authorization by submitting to the Union a written membership application form, through electronically recorded phone calls, by submitting to the Union an online deduction authorization, or by any other means of indicating agreement allowable under state and federal law. Withheld amounts will be forwarded to the Union each pay period following the actual withholding, together with a record for the amount, social security number, and name of those for who such deductions have been made.
The Employer shall implement and adhere to the specific provisions in each dues check-off authorization regarding the duration, renewal, timing and 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.

In the event that no wages are due the employee or that they are insufficient to cover the required deduction, the deduction for such pay period will nevertheless be made from the first wages of adequate amount next due the employee and will thereupon be transmitted to the Union.

The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union.

Employee Lists - Each pay period the Employer will send the Union a list with the following information in electronic format to the Union’s secure website:

- **New Hires**: name, hire date, address, phone number, classification, rate of pay, social security number and number of hours paid per pay period.
- **Non-Contract**: name, social security number, date of job transfer, position the employee is transferring from and into, new hire information if the employee is transferring into the bargaining unit.
- **Terminated Employees**: name, termination date, classification and social security number.
- **Employees on Leave of Absence**: name, date leave begins, date of return and social security number.
- **Changes**: name changes, address changes, phone number changes, changes in hours per pay period, change in classification, any other changes affecting union membership or dues, and social security number.
- **Hourly Reports**: Lists of all employees in the bargaining unit with actual hours paid by pay period, along with name, social security number and period the hours cover.
- **Seniority List**: one list of all employees in the bargaining unit by seniority with compensated hours and one list alphabetically to be sent two times per year - January and July.

The Employer shall work with the Union in order to process dues and reporting of hours via media.
The Employer will work with the Union to implement changes in dues deductions in reasonable time after notification of such changes.

Upon written notification of the Union, the Employer will provide yearly wage updates for each employee in the bargaining unit including any additional information requested by the Union.

(G) Union Representative Access - Bulletin Boards Available

A designated bulletin board in each facility shall be made available to the Union for the purpose of posting business notices. The Business Representative for the Union or his/her designate shall have access at all reasonable times to such bulletin board and to other non-patient areas to discharge his/her duties as a representative of the Union.

(H) Probationary Period

Newly hired or rehired employees shall be subject to a three (3) calendar month probationary period, during which time the employment of such employee may be terminated with or without just cause and such action shall not be subject to the grievance procedure. Management may extend probationary period an additional 30 days with notification to the Union.

(I) Management Rights

1. Except as explicitly limited by a specific provision of this Agreement, the Employer shall continue to have the exclusive right to take any action it deems appropriate in the management of the hospital and direction of the work force in accordance with its judgment. All inherent and common law management functions and prerogatives which the Employer has not expressly modified or restricted by a specific provision of this Agreement are retained and vested exclusively in the Employer and are not subject to arbitration under this Agreement.

2. Except as explicitly limited by a specific provision of this Agreement, the Employer specifically reserves the exclusive right in accordance with its judgment to reprimand, suspend, discharge or otherwise discipline employees, hire, promote, demote, transfer, lay off and recall employees to work; determine the starting and quitting time and the number of hours and shifts to be worked; maintain the efficiency of employees; close down the hospital or any part thereof or expand, reduce, alter, combine, transfer, assign or cease any job, department, operation or service; control and regulate the use of machinery, equipment and other property of the Employer, determine the number, location and operation of divisions and departments thereof; schedules of production, the assignment of work and the size and composition of the work force, make or change rules, policies and practices, close, relocate or subcontract out the work of the hospital; introduce new or improved research, development, production, maintenance, service and distribution
methods, materials, machinery and equipment; and otherwise generally manage the hospital, and direct the work force.

3. The Employer's non-exercising any function hereby reserved to it, or its exercising any such function in a particular way shall not be deemed a waiver of its right to exercise such function or preclude the Employer from exercising the same in some other way not in conflict with the express provisions of this Agreement. The Union agrees that it shall not establish or attempt to enforce upon the Employer, or any employee, any rule or regulation which will interfere with the recognized right of management to carry out the foregoing provisions.

(J) COPE Check-Off

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

Article 2 - Continuous Operation

(A) No Strike

The Union agrees that during the term of this agreement there shall be no strike, sit down, slowdown, stoppage, picketing or boycott.

(B) Affirmative Steps

In the event of a wildcat strike, the Union agrees that it will at once notify and direct the employees involved to resume work immediately; take other possible affirmative steps to bring about resumption of normal operations of the Employer, and keep the Employer currently advised of all action which it is taking to comply with its obligations as set forth in this section.

(C) No Lock-Out

The Employer will not lock-out employees during the term of this agreement.

Article 3 - Grievance Procedure

(A) Definition of a Grievance

A grievance is defined as a dispute or disagreement as to the interpretation of or adherence to the terms or provisions of this Agreement.
(B) Procedure

Step 1. The employee, the employee and a Union Leader (if they so request) will informally discuss the grievance with the applicable department head and a representative of Human Resources (if they so request).

Step 2. If the grievance is not resolved at the time of the Step 1 informal discussion, it shall be reduced to writing and submitted to the Employer or his/her designee.

The written grievance must be submitted to the Employer within twenty-five (25) calendar days after the date of the occurrence or the grievance shall be considered as waived. A grievance relating to pay shall be timely if received by the Employer within twenty (20) calendar days after the pay day for the period during which the grievance occurred.

Within fifteen (15) calendar days after submission of the written grievance to the Employer, a meeting to consider the grievance shall be held between the Employer, the Union and the employee. A written reply to the grievance by the Employer shall be made within ten (10) days following such meeting.

Step 3. If the grievance is not resolved in Step 2, either the Employer or the Union may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within thirty (30) calendar days following receipt of the Step 2 written reply to the grievance.

The arbitration request will be submitted to the Minnesota Bureau of Mediation Services for a list of seven (7) arbitrators, and the parties shall select there from one arbitrator by alternately striking one name until six (6) names have been eliminated and the one person whose name remains shall be selected arbitrator. The party who filed the grievance shall be the first party to strike.

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 decision or award by the arbitrator shall be final and binding upon the parties. The expenses of the arbitrator shall be borne equally by the parties.
Article 4 - Break / Meal Periods

(A) Employee Dining Room

An employee dining room/lounge area is available for the convenience of the employees.

(B) Break Periods

Employees are allowed the following breaks*:

- 4 up to 8 hours - one 15 minute break
- 8 up to 12 hours - two 15 minute breaks
- 12 up to 16 hours - three 15 minute breaks
- 16 or more hours - four 15 minute breaks

Employees are allowed the following unpaid meal periods*:

- Hospital and Hospice/Home Care employees-thirty minutes for each shift of 6 to 8 hours
- Clinic employees-sixty minutes for each shift of 6 to 8 hours

*Exceptions may be made in cases of emergency or unavoidable situations where such break or meal period would have the effect of interfering with or depriving patients of needed nursing service. In such case, no additional compensation shall be paid the employee; however, all hours worked shall be paid at the straight-time or overtime rate of pay whichever applies.

Article 5 - Work Week

(A) Work Period

1. Basic Work Period/Overtime

The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks (fourteen (14) consecutive days). The regular workday will be eight (8) hours. Provided however, the Employer may schedule shifts of less than eight (8) hours as long as no shifts are scheduled of less than four (4) hours, except for Hospice/Home Care employees. The Hospital and individual nurses may agree upon a pattern of work schedules providing for work in excess of eight (8) hours a day. When establishing such a work pattern, the following conditions shall apply.
The nurse shall have the opportunity to discuss an alternative work schedule. When accepting such a schedule, the Hospital shall retain written documentation that the alternative schedule has been established with a start date.

An employee electing to work schedules under this Agreement may revoke such election by giving the Employer written notice of six (6) weeks or a period of time equal to the length of time normally covered by the Employer's posted schedule of work hours, whichever is less.

Nurses may elect to work 12-hour shifts on weekends and keep their 8-hour shifts Monday through Friday, or nurses may elect to work a combination of shifts.

Nurses electing to work 8 and 12 hour schedules shall be paid overtime for all hours worked in excess of 8 hours or 12 hours in a day, or eighty (80) hours in a two (2) week pay period, depending on their regularly scheduled hours for that shift.

For Hospice/Home Care employees the parties recognize that Hospice/Home Care employees will be scheduled for at least one hour.

An employee required to work in excess of eighty (80) hours during said two (2) week pay period or in excess of eight (8) hours in any workday, or a surgery nurse called into work after 3:00 PM shall be paid at one and one-half (1-1/2) times the employee's regular rate of pay for all hours so worked. The preceding sentence notwithstanding, an employee required to work in excess of eight (8) consecutive hours will be paid at the rate of one and one-half (1-1/2) times the regular rate of pay for all hours so worked, except that nurses working a twelve hour shift shall be paid overtime for work in excess of twelve hours. Any nurse required to work a regular weekend off shall be compensated at the rate of time and one-half (1-1/2) for all such hours worked. Any hours worked beyond twelve (12) shall be paid at double time. Paid sick leave, paid vacation hours and other paid time off shall not be considered as hours of work for overtime purposes. Nurses will receive a minimum of 4 hours pay for any hours worked, excluding scheduled on-call (ER, OR, Home Care) employees, unless mutually agreed to by employee and employer.

(B) General Scheduling Patterns

The general pattern of scheduling will be as follows:

1. Work Period

   Hospital nurses shall normally work up to ten (10) days per pay period including every other weekend, and have the alternate weekend off, provided however, such nurses working twelve (12) hour shifts on weekends shall normally work every third weekend and have the two (2) preceding weekends off. A weekend is defined as 7:00 p.m. Friday – 7:00 a.m. Monday.
Clinic nurses shall normally work a Monday through Friday schedule; provided however, nurses may be required to work every third weekend and have the preceding two (2) weekends off.

Hospice/Home Care nurses shall normally work a Monday through Friday schedule; provided however, Hospice/Home Care nurses may be scheduled weekends as needed so long as they are not required to work more than every other weekend.

Employees shall not be scheduled more than 4 12-hour shifts on 4 consecutive days, unless mutually agreed to.

2. Posting of Schedules

Schedules shall be posted a minimum of two (2) weeks in advance for six (6) weeks of the employee's scheduled work. Employees may trade scheduled work days subject to the approval of the Employer.

3. No Time Off In Lieu of Overtime

Employees shall not be required to take time off in lieu of overtime pay. Overtime work shall be offered as equally as possible among employees doing the same kind of work. Provided however, additional hours shall first be offered to employees who have had their hours reduced, if any.

4. Work Week Schedules to Conform - Notices

Work week schedules in conformity with this Agreement shall be furnished to the Union within twenty (20) days of the execution of this Agreement or upon request. Any proposed work week schedules shall likewise be in conformity with this Agreement and shall be furnished to the Union at least twenty (20) days before the effective date of such proposed change.

5. Seniority Preference

In the establishment of work week schedules and in awarding additional straight-time hours, the Employer shall give preference to employees in accordance with seniority, consistent with patient needs.
Article 6 - Holidays

(A) Recognized Holidays

The following are recognized holidays:

1. New Year's Day
2. Easter
3. Memorial Day
4. Independence Day
5. Labor Day
6. Thanksgiving Day
7. Christmas Day

Only 8 hour shifts will be scheduled on holidays, unless employer and employee mutually agree to longer shifts.

(B) Holiday Rules/Pay

All non-probationary employees who work a recognized holiday shall receive time and one-half for all holiday hours worked.

The Christmas holiday shall begin at 3:00 PM on December 24th and shall continue to 11:00 PM December 25th. The New Year's holiday shall begin at 3:00 PM on December 31st and continue to 11:00 PM on January 1st.

For non-probationary employees, all overtime worked on holidays shall be paid at two and one-half (2.5) times the regular hourly rate of pay.

(C) Holiday Work Schedules

Nurses will work alternating holidays from year to year. Assigned holiday shall take precedence over assigned weekend.

Article 7 - Short Term Disability Account (STDA)

(A) Accrual Rate

A STDA will accrue hours based on the following formula:

.034615 on hours worked not to exceed 2080 in one year.

STDA hours may be used by employees to provide them to be absent from duty for extended employee illness beyond three (3) consecutive scheduled work days (24 consecutive scheduled hours). Employees may use STDA starting on the fourth (4th) consecutive scheduled work day when ill (25th consecutive hour). If current illness
extends to ten (10) consecutive scheduled work days (80 consecutive scheduled hours), STDA will cover back to day one (1). Unused STDA benefits are not paid to the employee at the time of separation from employment. Maximum accrual of STDA shall be four hundred eighty (480) hours. 20 year employees shall accrue up to five hundred twenty (520) STDA hours.

(B) Rate of Usage

Employees must be employed for six (6) consecutive months before using accrued STDA benefits. Use of STDA benefits shall not provide a greater compensation than the employee averaged during the preceding thirteen (13) weeks. Therefore, employees shall receive STDA benefits up to the maximum of their accumulated days; however, their daily compensation shall be no more than the average daily wage they earned during the immediate preceding thirteen (13) weeks.

(C) Evidence of Illness

If there is a question of misuse of STDA, evidence of illness provided by a care provider may be requested after a personal illness of three (3) consecutive days or more.

(D) Advance Notice

To be paid PTO/STDA benefits, an employee must notify the employer at least one (1) hour prior to the beginning of the employee’s shift, if possible.

(E) Written Claim

Actual claim for PTO/STDA time for illness must be submitted by the employee in writing.

(F) Sick or Injured Child Care Leave

Employees are allowed to use their STDA or PTO benefits, as defined in Minn. Stat. 181.9413, for absences due to the illness or injury to the employee’s child for such reasonable periods as the employee’s attendance with the child may be necessary, on the same terms as the employee is able to use STDA or PTO benefits for the employee’s own illness or injury.

(G) School Conferences and Activity Leave

The Employer will allow up to 16 unpaid hours of leave during any 12 month period for the employee to attend school conferences or classroom activities if these events cannot be scheduled outside of normal working hours.

(H) Medical Appointments
An employee may use accrued PTO hours for a physician medical appointment or dental appointment if these cannot be scheduled outside of normal working hours.

(I) **Serious Family Illness**

Employees who meet the requirements for eligibility for medical leave under the Federal Family and Medical Leave Act are entitled to substitute accrued paid PTO, STDA, or unpaid personal leave, medical or sick leave of the employee in order to care for the employee’s spouse, son, daughter, or parent with a serious health condition.

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**Article 8 - Leaves of Absence**

(A) **Unpaid Leaves**

1. **Medical Disability**

   A leave of absence without pay shall be granted to non-probationary employees for personal illness/disability for a period of up to six (6) months. An employee shall be returned to his/her regularly scheduled position if available or a similar position upon return from such leave.

2. **Family Leave**

   An employee shall receive a leave of absence for child rearing purposes or for the serious medical condition of a parent, spouse, or child in accordance with the Family and Medical Leave Act (FMLA).

3. **Personal Leave**

   Requests for leave of absence for reasons other than illness, disability, family, funeral, military, child rearing, or jury duty shall be made in writing. Such request may be granted at the discretion of the Employer, not to exceed three months.

4. **Military Leave**

   The Employer shall comply with all applicable State or Federal laws relating to such leave.

5. **Benefits during Unpaid Leave**

   During an unpaid leave of absence, the employee will not earn benefits (STDA or PTO). However, the employee will not lose any benefits earned up to the beginning of the leave and will commence earning benefits upon return from the leave.
6. Rules for Leave

Requests for a leave of absence, except medical/disability leave, shall be made at least two (2) weeks in advance, if possible. If an employee does not return at the conclusion of the leave of absence and an emergency extension has not been granted or extenuating circumstances do not exist, it shall be considered a termination of employment.

7. Hospitalization during Leave

8. Return from Unpaid Leave

An employee returning from a non-medical/disability leave of absence will be returned to his/her former position, if possible, but if the Employer determines this is not possible, such employee shall be returned to his/her classification without a reduction in pay rate. If the employee is not able to return to his/her former hours per pay period, additional hours which become available shall be offered to such employee before such hours are filled by other employees.

(B) Paid Leaves

1. Jury Duty Leave

An employee called to serve on jury duty shall be allowed time off by the Employer and shall be reimbursed for the difference between the amount paid for such service and his/her compensation for regularly scheduled work hours necessarily lost because of such service. Employees called to serve on a jury must notify their department head as soon as possible so replacement can be found. Employees must work for one calendar year before receiving wages and benefits for jury duty.

2. Paid Funeral Leave

Employees are allowed funeral leave up to three (3) scheduled work days for the death of an employee's spouse, child, parent, sister, brother, grandparent, grandchild, or parent-in-law. Employees are allowed funeral leave up to eight (8) hours for the death of an employee's step-child, step-parent, and grandparent in law the day of the funeral; and, provided however, that the employee shall not be scheduled to work during that 24 hour period (7:00am-7:00am).

3. Bone Marrow Leave

Employees who want to donate bone marrow are entitled to a paid leave of absence for that purpose. The Employer may request verification by a doctor of the purpose and length of each leave. Combined bone marrow leaves may not exceed forty (40) hours.
Article 9 – Paid Time Off (PTO)

(A) Amount and Calculation

Employees shall earn PTO as follows:

<table>
<thead>
<tr>
<th>Compensated Hours</th>
<th>(2) PTO hours earned per compensated hours worked full-time (factor)</th>
<th>(3) Equivalent to days off per year for full-time staff</th>
<th>(4) Maximum Accrued Hours full-time</th>
<th>(5) PTO hours earned per regular hours worked part-time (factor)</th>
<th>(6) Equivalent to days off per year for part-time staff</th>
<th>(7) Maximum Accrued Days part-time</th>
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<tbody>
<tr>
<td>Up to 1 Year (2080)</td>
<td>0.061509</td>
<td>16</td>
<td>128</td>
<td>0.044202</td>
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<tr>
<td>1-5 Years (2081-10400)</td>
<td>0.080739</td>
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<td>336</td>
<td>0.063432</td>
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<tr>
<td>5-15 Years (10401-31200)</td>
<td>0.099969</td>
<td>26</td>
<td>416</td>
<td>0.082662</td>
<td>21.5</td>
<td>344</td>
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<tr>
<td>15 Years &amp; up (31201-41600)</td>
<td>0.119199</td>
<td>31</td>
<td>496</td>
<td>0.101892</td>
<td>26.5</td>
<td>424</td>
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<tr>
<td>20 years &amp; over (41600 and up)</td>
<td>0.138430</td>
<td>33</td>
<td>496</td>
<td>0.114613</td>
<td>31.5</td>
<td>496</td>
</tr>
</tbody>
</table>

(B) Eligibility

NEW - Employees must work 90 days before they are eligible for PTO benefits.

(C) Request

PTO shall be given at any time during the year. Requests shall be made at least two weeks prior to the posting of the schedule and shall be granted to the most senior employee if more than one employee puts in a request for the same time period. In all other respects, PTO shall be granted on a first-come first-serve basis. PTO may be taken for cut days with no prior notice.

(D) Carry-Over

Unused PTO time shall be carried over and credited in an amount based upon the employee service year category. In no event shall an employee accrue more than 496 PTO hours.

(E) Terminal

Employees terminating their employment by resignation with 30 days' notice, by death, or termination, shall be paid for accredited unused PTO time.
(F) PTO on Weekends

After an Employee completes four (4) calendar years of employment, he/she may take one (1) scheduled weekend off per year for PTO without trading or making up the weekend provided the Employee does not call in sick the Friday prior to or the Monday after the weekend. Employees must use twenty-four (24) hours of PTO who are normally scheduled eight (8) hours shifts, thirty six (36) hours of PTO for those employees normally scheduled twelve (12) hour shifts. An employee may take two (2) weekends off per year for PTO without trading or making up the weekend after twenty (20) years of service, provided the employee does not call in sick the Friday prior to or the Monday after the weekend. Employees must use forty-eight (48) hours of PTO who are normally scheduled eight (8) hours shifts, seventy two (72) hours of PTO for those employees normally scheduled twelve (12) hours shifts.

Article 10 - Seniority

(A) Seniority Order

Seniority for all employees shall be by classification (RN/LPN) within the area worked (e.g., hospital, clinic, hospice/home care) and defined as the employee's total compensated hours with the Employer after the most recent date of employment in the bargaining unit. If an employee works in more than one area, all hours shall apply to the primary classification. In the event of a transfer from one classification to another, the transferred employee shall be merged into the seniority list in the new classification with one-half of the employee's existing seniority. There shall be three (3) separate seniority lists, one for the hospital, one for the clinics and one for the hospice/home care.

The Employer shall on or before the thirtieth (30th) day following the commencement of this Agreement, prepare and post seniority lists of all employees covered by this Agreement, specifying the seniority of each employee by classification and department. Such list shall be updated quarterly.

(B) Vacancies

All vacancies whether in existing or proposed new classifications shall be bulletined for at least five (5) days before being filled. Such notice shall state the job classification to be filled and the anticipated shift of work and hours of work per pay period and the qualifications for the position.

The filling of vacancies shall be based on the principle of qualifications and seniority. Such position shall be filled on the basis of the more senior qualified applicant where qualifications are substantially equal. Transferred employees and new hires shall receive proper orientation in the new position.
Outreach clinic job vacancies shall be based on the principle of qualifications and shall be posted in the manner outlined above. Outreach clinic job vacancies shall be filled at the discretion of the DON.

(C) Layoff and Recall

1. In reducing the number of employees by making a permanent reduction in hours, the Employer will determine the number of positions and/or hours to be reduced within a classification (RN/LPN). Subject to the preceding sentence, layoffs and permanent reductions in hours shall be made in reverse order of seniority within the area worked (i.e., hospital, clinic, hospice/home care). Employees shall be given thirty (30) days' notice of layoff or pay in lieu thereof.

2. An employee facing layoff shall be given the option to work in a previous classification (RN/LPN) held by such employee on the basis of the seniority the employee earned in the previous classification (RN/LPN), provided the employee is properly licensed, registered, or otherwise qualified to work in the previous classification (RN/LPN).

3. Employees shall be recalled in reverse order of layoff. Employees shall retain recall rights for a period of one (1) year.

(D) Reduction Other Than Layoff/Cut Day

There will be no more than one hundred twenty (120) hours of cut hours per year for each bargaining unit employee. If work is offered and refused, it would not count towards the one hundred twenty (120) hours per year. 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. The Employer will ask for volunteers to take voluntary absent days, by contacting those employees who have indicated a willingness or interest in taking voluntary absent days.

2. If the necessary reductions are not accomplished by the use of volunteers, cut days will be assigned in the order of reverse seniority on a rotating basis. If an employee works in more than one department, such employee shall not have to take more reductions than other employees who only work in one department.

3. If such reductions become excessive, the parties agree to meet and discuss the situation further to determine whether layoffs or other actions may be appropriate to take.

4. Employees who lose regularly scheduled hours for agreeing to an absent day or who receive an involuntary absent day shall receive credit for those hours lost for the purposes of insurance benefits, salary increments, PTO, and STDA.
Employees scheduled in O.R./E.R. will be put in the floor rotation for purposes of involuntary cut days.

**Article 11 - Discharges - Quits**

(A) **No Discharges without Cause**

The Employer shall not discharge or suspend a non-probationary employee without just cause.

(B) **Discharge - Suspension Notices - Copies to Union**

A written notice of any discharge, suspension or written disciplinary warning shall be given the employee and a copy thereof shall be sent to the Union. The employee and/or the Union may file a written grievance relating to such discharge or suspension.

(C) **Employee Quit Notices**

Any employee who wishes to quit shall give the Employer thirty (30) calendar days’ notice.

**Article 12 - Wages**

(A) **Wage Scale**

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<tr>
<th>Hospital RN's and Homecare RN's</th>
<th>Hospital LPN's, Clinic LPN's and Clinic RN's</th>
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The wage scales for the classifications of work covered by this Agreement are contained in Appendix A.

(B) **Shift Differential**

Effective January 1, 2019, employees who begin their regular scheduled shift at 3:00 PM shall be paid a differential for each hour until 7:00 AM on the next day. This means that evening and night shifts are paid differential as follows:

- 3-11 Shift: $1.60 per hour
- 11-7 Shift: $2.30 per hour

Nurses will be paid these differentials in addition to their hourly wage. For Home Care and Hospice employees eligible hours for differential are from 5:00 PM - 7:00 AM.
NOTE: Nurses working with Outreach providers or Cardiac Rehab, do not receive evening differential after 3:00 PM.

Employees who work as Hospice/Home Care employees providing 24 hour coverage shall receive shift differential pay.
Clinic nurses working the 7:00 am – 7:00 pm shift will receive shift differential after 3:00 pm.

The following shift differential shall apply for all 12-hours shifts scheduled Monday through Sunday:

Nurses scheduled to work from 7:00 a.m. to 7:00 p.m. shall receive the PM shift differential from 3:00 p.m. to 7:00 p.m.

Nurses scheduled to work from 7:00 p.m. to 7:00 a.m. shall receive the PM shift differential from 7:00 p.m. to 11:00 p.m. and shall receive the night differential from 11:00 p.m. to 7:00 a.m.

(C) Call-In Work Guarantee

Employees called into work for an unscheduled shift will be granted at least one (1) hour work or pay in lieu thereof. Employees agreeing to work an unscheduled shift shall be paid an incentive as follows:

Up to 5 Hour Shift $40.00
Up to 8 Hour Shift $60.00
Up to 12 Hour Shift $80.00

(D) On-Call Pay

1. On-Call Pay

Effective January 1, 2019 employees who are on “on-call” shall receive $3.85 per hour for all hours awaiting such call. Effective January 1, 2020 on-call pay will be $3.90 per hour and Effective January 1, 2021 on-call pay will be $3.95 per hour for all hours awaiting such call. Employees who are on-call on holidays shall receive time and ½ call pay per hour for all hours awaiting such call, except the Christmas and Thanksgiving Holidays shall be paid at double the call pay rate.

2. Return To Work and Call Back

When the employee is called to work, on-call pay shall end and the employee shall be paid at a regular or overtime rate of pay as provided in Article 5 of this Agreement, except that a surgery nurse on mandatory call who is called to work shall receive overtime rates of pay in all cases when such nurse works after 3:00
PM or on weekend shifts (starting at 3:00 PM Friday through 7:00 AM Monday) and be guaranteed a minimum of one (1) hour's pay at time and one-half.

3. Nurses agreeing to take O.R. and E.R. call simultaneously shall receive 1.5 times the current on call pay rate

(E) Pay Days - Employer Computations

Definite pay days shall be established on a regular two-week pay period. An employee shall be permitted to know on what basis his/her pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of his/her total take-home pay, if requested.

(F) In-Service Meetings

Should employees be required to attend in-service meetings, they will be paid at their regular rate of pay. A minimum of 8 hours inservice shall be offered annually to keep staff current with new techniques and equipment, excluding health stream computer training. Clinic nurses will have monthly clinic meetings to include the Brooten Clinic.

(G) Lead Nurse

Effective January 1st, 2019 a differential of one dollar and fifty cents ($2.00) per hour shall be paid to hospital RN’s designated as Lead Nurse. Hospice/Home Care Nurses shall receive Lead differential when the department head is absent. The Hospice/Home Care Department Head will designate an RN as Lead in his/her absence. Home Care nurses will only be paid Lead pay when manager is on vacation or not available by phone. A non-exempt nurse shall be assigned as Lead on the day shift in the Hospital.

(H) Experience Credit

Newly hired staff may receive credit for sixteen (16) years of relevant nursing experience up to the eighth (8th) year level on the pay scale.

Article 13 - Health and Welfare

(A) Health Insurance

1. Hospital and Healthcare Service

The Employer will continue to provide the health insurance program currently in effect. The parties agree that if the Employer decides to review the manner and method of providing such service it will have the freedom to do so provided that any new program is comparable to that which is now provided. The question of comparability may be subject to the grievance procedure.
2. **Premium Allocation**

(a) The Employer may contribute up to ninety-five percent (95%) and shall not contribute less than ninety percent (90%) of the cost of such coverage for all employees who average 32 compensated hours per week during the previous six month time period. The employer may contribute up to ninety-four and one-half percent (94.5%) and shall not contribute less than eighty-eight and one-half percent (88.5%) of the cost.

(b) For employees who desire to purchase dependent coverage, the Employer may contribute up to sixty-nine and one-half percent (69.5%) and shall not contribute less than sixty-six percent (66%) of the cost for such coverage, except that employees who insure only one additional dependent shall receive an additional $100 per month contribution from the Employer toward their premium cost.

3. **Selection**

Once an employee becomes eligible for health insurance, they have (30) days to accept or decline this benefit. Once an employee declines, they will not be able to apply for coverage until the following December. Each December will constitute an open season for the purpose of making insurance decisions.

4. **Health Insurance Eligibility**

To qualify for health insurance, an employee must work 520 hours semi-annually.

(B) **Dental Insurance**

The Employer will offer dental insurance that is currently in effect. The Employee will pay one hundred percent (100%) of the premium.

(C) **Life Insurance**

The Employer shall pay the premium for a group term life insurance in the amount of the employee's previous year's gross salary for all employees who have completed one year of employment and have worked 1,664 regular hours or more. To remain eligible, employee must work not less than 1,664 regular hours every calendar year.

(D) **403B**

The Employer will annually make a 403B Plan contribution of a minimum of 1.5% of employee compensation to each employee who has worked a minimum of 1000 regular hours, and reached twenty (20) years of age. The Employer will also match eligible (as defined above) employee 403B contributions up to an additional 3.5% (total of 5.0%) to the employee's 403B account. Automatic pension enrollment will be in January and July of each year following fulfillment of eligibility requirements.
(E) **Section 125 Plan**

The Employer shall continue to offer a Section 125 plan to employees with thirty (30) calendar days’ employment.

(F) **Long-Term Disability**

The Employer will offer long-term disability insurance at Employee cost.

**Article 14 - Health and Safety**

(A) **Lab Work / Mantoux Test**

If an annual chest X-ray and/or mantoux test are required by the Employer, they will be done at the expense of the Employer. If a complete blood count/urinalysis (CBC/UA) is required by the Employer, they will be done at the expense of the Employer on an annual basis. The employee will be given a report of the examination and the Employer will keep a confidential record of the examination.

(B) **Hepatitis B Vaccine**

The Employer shall provide a non-probationary employee's Hepatitis B vaccine at no cost to the employee should the employee desire to be vaccinated.

**Article 15 - Labor-Management Meetings**

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

Meetings will be held when the occasion arises for the discussion and/or resolution of reasonable and appropriate subjects, with the Employer's representatives and the Union's representatives in attendance. The parties agree to discuss and review yearly the positions of Circulating nurses and Discharge Planners regarding issues with on-call rotating weekends and Holiday scheduling.

**Article 16 - Miscellaneous**

(A) **Definitions**

*Full-Time Employees:* A full-time employee is one who is regularly scheduled to work sixty-four (64) hours in a two-week pay period.
Part-Time Employees: A part-time employee is one who is regularly scheduled to work less than sixty-four (64) hours in a two-week pay period.

Regularly Scheduled Casual Employee: A "regularly scheduled casual employee" is an employee who is regularly scheduled to work 32 or more hours per two week period (i.e. an employee who has an authorized FTE status below 0.4 FTE)

Casual Employee with No FTE: A "casual employee with no FTE is an employee who is not regularly scheduled to work a defined number of hours per pay period (i.e. does not have an authorized FTE status). Casual employees with no FTE are not covered by this Agreement.

Casual employees must make themselves available to work up to one (1) shift per month and one (1) weekend shift per month if requested by GRHS.

(B) Breakage

The Employer shall not charge employees for breakage of facility property unless such damage was intentional and caused by willful and deliberate actions of the employee.

(C) Personnel Files

Employees shall be entitled to inspect their personnel file, including but not limited to, performance appraisals, disciplinary notices or records and attendance. Such review will be at reasonable times outside of work hours and with proper notice to the Employer.

(D) Successorship

In the event of any sale, purchase, merger or other transaction affecting ownership of Glacial Ridge Health System, the Employer shall notify the Union at least thirty (30) days prior to the conclusion of such transaction. The Employer shall make known to all parties to the transaction, the terms and conditions of this collective bargaining Agreement.

(E) Home Care / Hospice Nurses Mileage

Mileage will be paid at the current IRS mileage rate (determined annually) and is calculated from the lesser of the employee’s reporting place to work or the employee’s home. In-town trips are paid on a per-trip fee of one dollar ($1.00) per trip

(F) Contracts to New Employees - Employee Orientation

Stewards shall be made aware of new employees and a list of new employees will be given to the Stewards every 30 days from the HR Department. A Steward shall be allowed to present information about the union during the new employee orientation process.
The Employer will notify the steward/Union leader of the date and time of new employee orientation one (1) week prior to the orientation or if later, as soon as it is available and provide a list of new employees, including dates of hire, shift, and job classification to all stewards/Union Leaders.

New employees shall receive a minimum of seven (7) working days orientation before being scheduled independently.

(G) Fitness Center

Employees, spouses, and dependents will be allowed to purchase the twenty-five dollars ($25) fitness center punch pass which if used a minimum of twelve (12) times during the month, the employee receives the next month for five ($5) dollars.

(H) Bargaining Unit members who are part of the extra committees will have Non-patient contact hours scheduled to work on the projects of these committees. If an employee has time on a patient contact shift, they will be able to use time during the scheduled shifts for committee work.

(I) Entire Agreement

This contract constitutes the entire agreement and understanding between the parties and cancels and supersedes any and all written or verbal agreements between the Hospital and any representative of employees made at any time prior to the effective date of this Agreement.

(J) Educational Development

An employee who is required by the Employer to take educational courses or seminars shall be reimbursed one hundred percent (100%) by the Employer for the cost of such course or seminar including tuition, registration fees, and wages for time spent attending the course or seminar and mileage at the current IRS rate.

RN's shall receive $100.00 annually for CEU expense and LPN's shall receive $100.00 annually for CEU expense as follows:

The nurse must submit receipts for the expenses incurred. Approved expenses include the cost of tuition, materials, gas, and food and/or lodging (if necessary). The nurse needs to submit a statement of the course attended and/or a copy of the course completion certificate received or course outline. Nurses shall request reimbursement within sixty (60) days of completion of the course. This payment shall be paid to the nurse within thirty (30) days of the nurse's submittal of the expense.

Employees who voluntarily terminate employment within one (1) year of completing educational courses paid for by the Employer will reimburse the Employer for the cost of course work.
Additionally, it is understood any course or seminar etc. which the Employer encourages the nurse to attend, but is not mandatory, shall clearly be stated as "ENCOURAGED NOT MANDATORY." If costs incurred by the Employer for such are to be credited towards the nurse's CEU expense reimbursement, the Employer shall clearly state such in writing. Costs incurred for mandatory courses shall not be applied towards the nurse's CEU expense reimbursement.

The Employer will pay for acute care LPN's to go through ACLS training on the same basis as the RN's. The Employer will be flexible in sharing the cost for advanced employee training programs, such as the trauma core course. All RN's will be trained in ALCS within 6 months of date of hire.

(K) **Longevity Bonus**

Employees with twenty (20) years of service (41,600 compensated hours) or more shall receive a longevity bonus on their anniversary date of hire as follows:

\[
\text{\$23 x years of service} \\
\text{E.g.: \$23 x 20 years = \$460.00} \\
\text{\$23 x 21 years = \$483.00, etc.}
\]

(L) **Transfer of Classification**

Employees who transfer from an LPN at Glacial Ridge Health System to an RN classification while employed at Glacial Ridge Health System shall be placed at the following levels:

- 0 – 6,240 hours (3 years) start RN wage
- 6,241 – 10,400 hours (3-5 years) start at 2 year RN
- 10,401 – 16,640 hours (5-8 years) start at 3 year RN
- 16,641 – 20,800 hours (8-10 years) start at 4 year RN
- 20,801 – above start at 5 year RN

(M) In case wages, shift differential, etc, are lower than those now received, the nurse shall not have a reduction of benefits by the execution of this Agreement.
Article 17 - Contract Duration

This Agreement shall be effective as of January 1, 2019. This Agreement shall remain in full force and effect from year to year unless either party shall notify the other party, in writing, at least ninety (90) days prior to December 31, 2021 or 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.

Glacial Ridge Health System                      Minnesota’s Health Care Union
By                                              SEIU Healthcare Minnesota

Its CEO                                        Its Steward Organizer

Date 10-29-18                                  Date 10/26/18
Letter of Understanding
Between
Glacial Ridge Health System
And
SEIU Healthcare Minnesota

The Employer shall contribute the following percentages towards the cost of family coverage:

66.0% on Plan A deductible option.
66.7% on Plan B deductible option.
69.0% on Plan C deductible option.

By
Glacial Ridge Health System

By
SEIU Healthcare Minnesota

Date 10-29-18

Date 10/26/18
## 2019 GRHS Bargaining Unit Wage Rates

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<th>Clinic RN</th>
<th>Clinic LPN</th>
<th>Clinic LPN hired after 12-1-07</th>
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</table>
1. Was the member given advance warning of the probable consequences of their actions?

2. Was the rule/policy/management's request reasonable related to efficient and safe operation?

3. Was the alleged violation of the rule, policy, or management's request fully investigated prior to corrective action?

4. Was the investigation fair and objective?

5. Did the investigation uncover substantial proof of guilt?

6. Was the employer's treatment even handed and non-discriminatory?

7. Was the corrective action reasonably related to the member's work record and the gravity of the offense?
The "Just Cause" provision in our contracts protect us against unfair and unjust discipline that employers hand out. The Key sentence in our contracts usually reads "The employer shall not discipline or discharge any employee without just cause". It may say "cause" or fair cause" or something to that affect, but the meaning is the same: the employer can't discipline us because they feel like it, there has to be a reason and they have to show us proof.

Stewards must be ready to handle all sorts of discipline cases, from warnings to suspensions to firings. Using the 7 Tests of Just Cause on the other side of this card, will help us represent our members fairly and powerfully.

If the employer has violated any of the 7 Tests of Just Cause, it makes their case weaker. When we are able to prove they haven't met the standards, we win grievances. These tests have been upheld by arbitrators since a 1966 U.S. Supreme Court decision.