

Collective Bargaining Agreement

between

Regina Medical Center

and

SEIU Healthcare Minnesota

**Effective
July 1, 2009
through
June 30, 2012**

TABLE OF CONTENTS

ARTICLE I - RECOGNITION..... 1

ARTICLE II - DEFINITIONS2

ARTICLE III - MANAGEMENT RIGHTS3

ARTICLE IV - UNION SECURITY4

ARTICLE V - HOURS OF WORK AND OVERTIME6

ARTICLE VI - WAGES10

ARTICLE VII - HOLIDAYS12

ARTICLE VIII – VACATIONS13

ARTICLE IX - SICK LEAVE.....16

ARTICLE X - LEAVES OF ABSENCE17

ARTICLE XI - HEALTH PROGRAM.....19

ARTICLE XII - PART-TIME EMPLOYEES.....20

ARTICLE XIII - TERMINATION OF EMPLOYMENT.....22

ARTICLE XIV - PROBATIONARY PERIOD22

ARTICLE XV - EMPLOYER RULES22

ARTICLE XVI - NO STRIKE OR LOCKOUT22

ARTICLE XVII - SCOPE OF AGREEMENT.....23

ARTICLE XVIII - NO LOSS OF BENEFITS.....23

ARTICLE XIX - UNION REPRESENTATIVE ACCESS.....23

ARTICLE XX - GRIEVANCE AND ARBITRATION PROCEDURE23

ARTICLE XXI - SENIORITY.....25

ARTICLE XXII - PENSION.....26

ARTICLE XXIII - HEALTH INSURANCE.....27

ARTICLE XXIV - DISABILITY INSURANCE28

ARTICLE XXV - NON-DISCRIMINATION.....28

ARTICLE XXVI - LABOR/MANAGEMENT MEETINGS.....28

ARTICLE XXVII - DURATION AND RENEWAL29

**Agreement Between
Regina Medical Center
and
SEIU Healthcare Minnesota**

PREAMBLE

This is an Agreement made and entered into the day and year hereinafter written by and between Regina Medical Center, Inc. (hereinafter referred to as the “Employer”) and SEIU Healthcare Minnesota (hereinafter referred to as the “Union”).

ARTICLE I - RECOGNITION

1.1 Recognition

The Employer recognizes the Union as the sole and exclusive bargaining representative for all employees in the following bargaining unit:

All full-time and regular part-time employees including kitchen employees, housekeeping employees, laundry employees, maintenance employees, medical secretaries, ward employees, aides and orderlies employed by the Employer at its Hospital, Nursing Home and Residence facilities at its Hastings, Minnesota location; excluding RN's, Business Office clericals, members of the Order of Sisters of Charity of Our Lady Mother of Mercy, professional employees, guards and supervisors as defined in the Act and LPN's, technical employees and licensed engineers covered by existing collective bargaining Agreements.

1.2 New Classification or Title Change

In the event of a dispute between the Employer and the Union as to the inclusion or exclusion in the bargaining unit of a job classification, the matter shall be referred to the NLRB for determination. Upon inclusion in the bargaining unit, the parties shall negotiate over the terms and conditions for the classification. In the event of a dispute over the terms and conditions of the classification, the matter shall be referred to the Federal Mediation and Conciliations Services (FMCS) for mediation.

ARTICLE II - DEFINITIONS

2.1 Full-Time Employees

Employees who are regularly scheduled to work at least seventy-two (72) hours during a two-week pay period and who work 1,872 hours per year shall be classified as full-time employees.

2.2 Regular Part-Time Employees

Employees who are regularly scheduled to work at least forty (40) hours during a two-week pay period and who work 1,040 hours per year shall be classified as regular part-time employees.

2.3 Part-Time Employees

Employees who are regularly scheduled to work less than forty (40) hours during a two-week pay period shall be classified as part-time employees.

2.4 Student Employees

Any employee attending a high school academic curricula program resulting in a high school or equivalent degree shall be classified as a Student.

The regular hours of work of any employee covered by this Agreement shall not be reduced nor shall any employee be laid off for lack of work while any student is employed in the same classification. Students shall be considered supplementary employees over and above the regular work force and shall not be entitled to any fringe benefits under this Agreement. Students will work no more than ten percent (10%) of the total hours worked by bargaining unit employees per year. However, any student who works full-time shall be considered a regular employee and not covered by this section of the Contract. Nurse's Aide student positions requiring registration will be paid at the regular rate for the Nursing Assistant/Registered classification.

It is understood that the fringe benefits to which student employees are not entitled are as follows: vacation, sick leave, jury duty, funeral leave, seniority, pension, health insurance, disability insurance, shift differential and leave of absence. Students shall be entitled to holiday pay for all holidays worked at the rate of time and one-half for all hours worked on a holiday.

All students will be granted one (1) week absence from work without pay per year. Proper request form to be filed at least thirty (30) days in advance of requested week. All students will be granted one (1) weekend off per month, unless the student and the Employer agree otherwise.

2.5 Temporary Employees

A temporary employee is any employee hired to replace an employee on LOA, or an employee whose services are needed temporarily. Temporary employees employed for under six (6) months are not eligible to accrue or receive benefits. Should a temporary position evolve into a permanent position, such opening will be posted. A temporary employee's total hours will be considered for purposes of wage increments. A temporary employee will have no seniority unless awarded a permanent position, in which case seniority will be credited from the date of hire after the permanent position is awarded.

Temporary additional hours may be filled by one or more current employees who pick up additional hours on a temporary basis. Such temporary additional hours need not be posted. Scheduling of such hours shall be in accordance with Section 5.11. Such employees filling temporary hours shall continue to earn benefits based on hours worked; however, a part-time or regular part-time employee temporarily working full-time must do so for three consecutive months or more in order to receive full-time benefits. A part-time employee must work regular part-time hours for three (3) consecutive months or more to receive regular part-time benefits. When the temporary hours end, the employee will return to his/her regular hours of work.

2.6 Fill-In/On-Call Employees

Employees who are not regularly scheduled to work shall be classified as Fill-In/On-Call. Such employees are not bargaining unit employees and as such are not entitled to the benefits, rights, and privileges of Union representation. A bargaining unit employee who goes to Fill-In/On-Call status shall have his/her seniority frozen until such time as he/she returns to the bargaining unit.

ARTICLE III - MANAGEMENT RIGHTS

Except as specifically limited by the express written provisions of this Agreement, the management of the Employer and the direction of the working forces shall be vested solely and exclusively in the Employer. This provision shall include, but is not limited to, the right to hire, to determine the work to be performed, to determine the number of employees to be employed, to lay off employees, to assign and delegate work, to maintain and improve efficiency, to require observance of reasonable Employer rules, regulations, and other policies, to discipline or discharge employees for just cause, to schedule work and to determine the operational procedures and equipment to be utilized and the type of service to be provided, to change, modify or discontinue existing operational procedures regarding service and equipment to be used or provided.

ARTICLE IV - UNION SECURITY

4.1 Membership or Service Fee

All present employees shall, as a condition of employment, either remain members of the Union in good standing or pay a service fee during the term of this Agreement. All new employees hired after the execution of this Agreement shall, as a condition of employment, either become a member of the Union in good standing or pay a service fee during the term of this Agreement. Membership in the Union is defined to mean the payment of a standard initiation fee and standard regular monthly dues, as applied uniformly to all members of the Union in the bargaining unit covered by this Agreement. A service fee payer is defined to mean the payment of an enrollment fee and monthly service fee to the Union not to exceed that portion of the union dues and standard initiation fee that relates to the Union's representational function. Union dues or the service fee are required by employees within sixty-one (61) days following the execution of this Agreement or their date of employment whichever is later, and employees shall remain members in good standing or pay the service fee as a condition of employment.

4.2 Dues Deduction

Pursuant to the provisions of Section 4.1, the Employer, during the term of this Agreement, agrees to deduct the initiation fee and Union dues or the enrollment fee and service fee based on the Union dues/service fee system for such employees who execute a written authorization card authorizing such deduction. The terms of the card shall be agreed to between the Employer and the Union and the agreed upon card is attached as an exhibit to this contract. The employee's written authorization to deduct dues/fees shall not be irrevocable for a period of more than one year or beyond the termination date of this Agreement, whichever occurs first. The Employer agrees to deduct such amounts the first pay period of each month and forward such amount to the Union. In the event that an employee does not receive a paycheck for the first pay period of the month, the Employer will deduct Union dues from the first paycheck the employee receives and forward such amounts to the Union.

4.3 Employee Information

The Employer agrees to furnish to the Union a list of the names and addresses, social security numbers, date of hire, and regularly scheduled hours of work of all employees covered by this Agreement. Thereafter, the Employer agrees to furnish the Union, on a monthly basis, a list of new hires and their addresses, dates of hire, social security number and hours worked per pay period. The Employer agrees to notify the Union on a monthly basis on or before the 15th of each month of leaves of absence of employees, if an employee's hours are changed above or below twenty (20) hours per pay period and dates of terminated employees.

Once the Employer provides to the Union, the social security number of employees, if a dispute occurs involving the Employer's disclosure of the social security number to the Union, the Union will hold the Employer harmless and will handle the dispute without any cost to the Employer.

4.4 Statement to New Employees

A copy of this Agreement and a written statement shall be presented to each new employee by the Employer. Said statement shall provide as follows:

"STATEMENT TO NEW EMPLOYEES"

There is a contract between the Employer and SEIU Healthcare Minnesota covering wages, hours and working conditions. The Contract provides that the Union is the sole representative for all non-professional employees of the Employer in the classification of work for which you are hired and which is covered by this Contract. The Contract also provides that as a condition of employment you must, within sixty-one (61) days of employment, become a member of the Union in good standing defined to mean the payment of the required monthly dues and initiation fee or pay a service fee not to exceed the portion of the union dues and standard initiation fee that relates to the Union's representational function.

I have received a copy of this statement.

Signature

Dated

The Employer agrees to present to new hires a Union membership card and dues authorization form and to forward such completed documents to the Union for processing.

4.5 In Good Standing

If a dispute occurs between the Union and an employee over the deduction of dues or, from any claims of an employee who is terminated for not remaining "In Good Standing," the Union will hold the Employer harmless, "In Good Standing" for the purpose of this Agreement is defined to mean the payment of a standard initiation or enrollment fee and standard regular monthly dues or service fees, uniformly required as a condition of acquiring or retaining membership in the union or as a service fee payer.

4.6 Stewards

The Employer recognizes the right of the Union to elect or select from employees who are members of the Union, job stewards to handle such Union business as may from time to

time be delegated to them by the Union. However, it is also understood that working time will not be used to handle such business.

The Employer shall provide Union Stewards with voice-mail at the facility.

4.7 Termination of Employee

If the employee does not remain in “good standing” as defined above, the Employer shall terminate the employee within fourteen (14) calendar days of written notice to do so from the Union. The Union shall save the Employer harmless from any claim of any employee so terminated.

4.8 Conscientious Objection

Any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religion, body, or sect which has historically held conscientious objections to joining or financially supporting labor organizations shall not be required to join or financially support the Union as a condition of employment; however, and such employee who qualifies for such an exception and elects to be exempt from the provision of joining the Union or financially supporting it, is required as a condition of continued employment to pay to either the St. Paul Community Fund, Minnesota Cancer Research or March of Dimes in lieu of periodic dues and fees at the same timely requirements as applies to employees who join and become members of the Union. Failure to abide by these time limits and furnishing proof thereof to the Union shall subject the employee to be terminated from employment.

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

ARTICLE V - HOURS OF WORK AND OVERTIME

5.1 Workday

The normal work day shall consist of eight and one-half (8.5) hours, including an unpaid lunch period of thirty (30) minutes. Employees shall be allowed, without reduction in pay, one fifteen (15) minute rest period during each complete four (4) hour period worked.

The thirty (30) minute unpaid break can be modified on a day-to-day basis by mutual agreement between the employee and the employee’s supervisor.

5.2 Work Period

The basic work period shall consist of ten (10) eight (8) hour days to be worked during a two (2) week (fourteen (14) day) period.

5.3 Overtime

Employees will be paid at one and one-half (1.5) times their regular hourly rate for hours worked over eight (8) in one day, over eight (8) consecutive, or over eighty (80) in any two (2) week period, unless such time is subject to a higher premium payment. The Employer will recognize seniority as far as practical in assigning overtime.

5.4 No Time Off in Lieu of Overtime Pay

Employees shall not be required to take time off in lieu of overtime pay.

5.5 Split Shifts

There shall be no split shifts unless mutually agreeable to both the Employer and the employee, provided however, that student employees working in the Residence and Nursing Home may be required to work split shifts if the work is completed within a twelve (12) hour period, unless the student employee and the Employer mutually agree otherwise.

5.6 12 Hours Between Shifts

Except by mutual agreement between the employee and the Employer or in cases of emergency, there shall be at least twelve (12) hours between assigned shifts (days, relief and nights), however, student employees may be required to work 4:00 pm to 9:00 pm and then 7:00 am to 3:30 pm on the next day.

5.7 Authorization of Overtime

Overtime must be authorized by the Employer in writing.

5.8 Time Clock

For payroll purposes only, employees who punch in seven (7) or less minutes late shall not have their wages docked. In addition, employees shall not punch in more than seven (7) minutes prior to the start of the employee's shift.

5.9 Posting of Work Schedules

The Employer agrees to post work schedules at least four (4) weeks in advance of the first day of the new schedule except when there are extenuating circumstances. However, for employees employed in the Hospital, the Employer agrees to post work scheduled at least six (6) weeks in advance except when there are extenuating circumstances. If the schedule is changed after being posted, due to extenuating circumstances, the Employer will promptly notify the affected employee(s) of such schedule change(s).

5.10 Work Schedules

Normally, no employee shall work more than seven (7) consecutive days provided however, an employee may work more consecutive days due to approved employee trades. Days off during a two week pay period shall include at least every other Saturday and Sunday off, unless the employee and the Employer agree to another arrangement for days off. Friday and Saturday nights shall be considered the weekend on the 11:00 p.m. to 7:00 a.m. shift.

5.11 Seniority Preference - Scheduling

In the establishment of work week schedules, the Employer will recognize seniority as far as practicable and consistent with proper Employer management.

5.12 Notice – Low Census Days

Low census will be determined by hospital staffing needs, i.e., Med/Surg, ICU. The Employer shall give an employee a minimum of one (1) hour's notice for the day shift employees and four (4) hours, notice for evening and night shift employees that such employee is not to work due to low census.

Hospital Nurse Aides shall share taking low census days based on a rotating basis, beginning with the least senior aide on the day and shift such temporary reduction is needed. Other staff reductions will be made by first seeking volunteers and second, in reverse order of seniority by unit. If staff seek out a low census day where the Employer has not deemed it necessary and are granted such day, it would be considered voluntary and therefore, not count toward benefits.

Staff sent home early due to low census will be granted low census hours if not less than a two (2) hour block and will be authorized by their supervisor.

The following benefits will accrue on involuntary low census days: vacation, sick, holiday, seniority, personal days, movement on the wage scale, and shall not affect insurances.

5.13 Reporting In Pay

An employee will get paid retroactive to the beginning of the shift if he/she reports to work no later than two (2) hours after the beginning of the shift and within one (1) hour after being called.

5.14 Flexible Schedules

The Employer and an individual employee may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day. Work schedules established pursuant to the provisions of this Section shall be subject to the following provisions:

- a) An employee shall have an opportunity to review the alternate work schedule being considered prior to volunteering for flexible work schedules. The employee may limit agreement to specific types of flexible schedules. The Employer shall retain written documentation that an employee has agreed to a flexible work schedule and of the type of flexible schedule to which the employee has agreed.
- b) The basic work period shall be forty (40) hours per week. An employee shall be paid time and one-half (1-1/2) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in Section 5.3 above. Further, even though the total hours worked during a week may not exceed forty (40), an employee working in excess of his/her scheduled work day shall be paid at the rate of time and one-half (1-1/2) for all excess time so worked.
- c) Shift differential shall be paid for the entire shift for any shift where the majority of hours worked occurs after 3:00 p.m.
- d) Sick leave shall be accrued at a rate proportionate to that specified in Article IX and XII for employees who are not working a flexible work schedule. Sick pay will be paid for the total scheduled hours lost and shall be deducted from accumulated sick leave at the same rate.
- e) Vacation benefits shall accrue and be granted at the rates proportionate to that specified in Article VIII and XII for employees not working a flexible schedule.
- f) Holiday pay, on an annual basis, shall be proportionate to that specified for employees not working a flexible schedule.
- g) In no event will the occurrence of paid sick leave or vacation have the effect of diminishing the number of hours normally paid to an employee in a payroll period.

5.15 Extra Hours

- a) When there are extra hours, those hours shall first be offered to bargaining unit employees in the classification affected so long as those extra hours will not constitute overtime for that employee.
- b) The Employer will use on-call staff before offering overtime hours to regular staff.
- c) If extra hours are offered on an overtime basis, those hours shall be offered to bargaining unit employees in the classification and department affected by seniority. For purposes of this subparagraph, the term "Department" will be defined as provided for in Section 2.1 except that for this subparagraph, Hospital and Senior Living Dietary employees shall be considered one department; Hospital and Senior Living Housekeeping employees shall for purposes of this subparagraph, be considered one department; and Hospital and Senior Living Janitor employees shall for purposes of this subparagraph, be considered one department.

ARTICLE VI - WAGES

6.1 Wage Schedules

The parties agree that the minimum wage schedule and increments for the classifications of work covered by this Agreement are contained in Appendix A.

6.2 Minimum Wage Increase

The parties agree to the minimum wage increases as provided for in Appendix A.

6.3 Student Wages

It is agreed and understood that all student employees will be paid as outlined in Appendix A.

6.4 Shift Differential

Effective with the first full pay period commencing closest to July 1, 2003, all night employees shall receive thirty cents (\$.30) per hour in addition to the above-scheduled rates. Night employees shall be considered employees who work during the second and third shift. Effective with the first full pay period commencing closest to July 1, 2009, the applicable shift differential shall be forty cents (\$.40) per hour. Effective with the first full pay period commencing closest to July 1, 2010, the applicable shift differential shall be forty-five cents (\$.45) per hour.

6.5 Mandatory Inservice

Should employees be required to attend inservice meetings, they will be paid at their applicable rate of pay.

6.6 On-Call Pay

Employees who are notified or alerted to be “on-call” shall receive two dollars (\$2.00) per hour for each hour awaiting such call.

6.7 Work Guarantee

Employees required to report to work will be guaranteed at least four (4) hours pay except for emergency drills or inservice education. The foregoing provision shall not apply to any employee who prefers to work less than four (4) hours. When required to attend inservice or emergency drills outside of scheduled work hours, employees will receive one (1) hour’s pay plus pay for time spent at the applicable rate of pay. Inservice does not include required Nurse’s Aide course.

6.8 Uniform Allowance

If the Employer requires, suggests or in any way indicates the desirability or requirement of wearing apparel of a particular color, or pattern, or design, or material, then the Employer shall furnish the same without cost to the employee or pay to such employee a uniform allowance in the amount of nine cents (\$.09) per compensated hour retroactive to April 1, 1999.

6.9 TMA Premium

Employees passing medications in the nursing home shall receive forty cents (\$.40) per hour premium for all hours passing meds. Employees employed in the classification of Resident Service Aide will not be eligible to receive TMA pay as provided for in this section.

6.10 Lead Person

If the Employer establishes a permanent or temporary lead person* for any of the classifications listed in this Agreement, the rate of pay for such lead person classification shall be a minimum of twenty cents (\$.20) per hour above the rate of pay for the applicable classification. The decision as to whether a lead person classification will be utilized shall be made at the sole discretion of the Employer.

*For the purpose of this Agreement, a lead person is a bargaining unit employee who directs the work of other employees, as well as performs bargaining unit work. A lead person shall have no power to hire, fire, or discipline employees.

When a Lead Person vacancy exists, the Employer shall provide written notice of such upon the Union and Nursing Home bulletin boards. Such vacancy shall be filled at the discretion of the Employer, considering the applicant's qualifications and capabilities. Internal applicants will be given preference where qualifications are substantially equal.

6.11 Wage Increments

Employees shall move from one increment step on the wage schedule to another based on Appendix A. The increment increase shall be due the first full pay period after the step (yrs./hrs.) has actually been reached.

6.12 Experience Credit

The Employer may grant new hires experience credit on the wages scale up to the ten (10) year (20,000 hours) increment level; provided however, it is understood that occasionally such cap may be exceeded due to extenuating circumstances in which case the Union will receive a written notification and explanation of such. Once experience is granted, the employee shall move on the wage scale from the increment level on which he/she was placed. (i.e., An employee is granted two years full-time experience credit and placed at the 4,000 hour increment level; when the employee has completed 2,000 compensated hours of service, he/she shall move to the 6,000 hours increment level.)

6.13 Weekend Premium/Unscheduled Weekends

There will be a minimum two dollars (\$2.00) per hour differential in addition to the employee's regular rate of pay for all employees working on their "off weekends."

"Off weekends" are defined as weekends in-between scheduled weekends. In order to qualify, employees must work the scheduled weekend prior to and after the "off weekend."

Employees who are regularly scheduled to work Monday through Friday and who are not regularly scheduled to work weekends shall be paid one dollar (\$1.00) per hour for "off weekends" worked by that employee effective with the first full pay period commencing after the parties have signed this Contract.

ARTICLE VII - HOLIDAYS

7.1 Recognized Holidays

All full-time employees shall be granted the following holidays off with pay: New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, the employee's birthday and an annual floating holiday. The floating holiday must be used during the period of October 1 to October 1 and cannot be carried over unless the

employee and the Employer agree otherwise. Approval for the floating holiday must be acquired at least five (5) days prior to the posting of the work week schedule in which the holiday will be taken. New hires must be employed six (6) calendar months to be eligible for the floating holiday.

7.2 Holiday Pay

If a full-time employee works eight (8) hours on a scheduled holiday, he/she shall have the option of receiving eight (8) hours straight time as holiday pay in addition to the regular rate of pay for work performed on the holiday or he/she shall be entitled to take a day off with pay. If an employee chooses to take a day off, it must be taken within thirty (30) calendar days of the scheduled holiday and the employee must receive prior permission of his/her supervisor before taking a day off. Full-time employees who work less than eight (8) hours on a scheduled holiday will be paid holiday pay plus the applicable rate for all time worked on such holiday. If the holiday falls during the employee's vacation, one day shall be added to his/her vacation.

7.3 Eligibility

In order to be eligible for a paid holiday, a full-time employee is required to work both the last scheduled work day before the holiday and the first scheduled work day after the holiday, unless such absence is excused by the Administrator or his/her designate.

7.4 Substitute Day Off

If a holiday falls on an employee's day off, the employee may, in his or her discretion, take a substitute day off at a time that must mutually be agreed to between the employee and the Employer and must be taken within thirty (30) calendar days of the holiday or the employee may be paid an additional eight (8) hours of pay.

7.5 Holiday Time

All holiday time will begin at 11:00 p.m. the night prior to the holiday and end at 11:00 p.m. the night of the holiday.

ARTICLE VIII – VACATIONS

8.1 Amount and Calculation

Vacation benefits for full-time employees shall be as follows:

1 year (2, 000 hours) -	10 work days -	2 weeks
5 years (10, 000 hours) -	15 work days -	3 weeks
10 years (20,000 hours) -	20 work days -	4 weeks

Employees' vacation will be based on the compensated hours accrued during an anniversary year. Anniversary year is defined as April 1 to April 1. During and after one year (2,000 hours), days will accrue at the rate of one day for each 200 hours compensated or two weeks. After five years (10,000 hours), days will accrue at the rate of one and one-half days for each 200 hours compensated or three weeks. After nine years (18,000 hours), days will accrue at the rate of two days for each 200 hours compensated or four weeks.

8.2 Vacation Year and Carryover

Vacation year shall be from April 1 through March 31. An employee may carry over from the previous vacation year, unused vacation not to exceed five (5) days. This carryover will only last through June 15 of the next vacation year and if the carried over vacation is not taken by then, it shall be lost and not paid. For example, if an employee has five (5) days of unused vacation as of March 31, 2002, that employee may carry over five (5) days through June 15, 2002.

8.3 Vacation Bidding Procedure

From March 1 through March 15, employees may bid on vacation by making written vacation requests for the next vacation year. These requests must be made in writing to the employee's supervisor. During the period from March 16 through March 31, the Employer will determine what requests can be granted and will advise employees as to whether a vacation request is granted or denied. If an employee's request for a vacation is denied, the Employer will maintain a waiting list. If after March 31 a vacation time period opens up, the employee who was denied a vacation bid request for that same period will be granted the vacation slot before an employee requesting the time after March 31. Vacation requests during this vacation bidding time period shall be granted on a seniority basis within each department. Seniority will be determined by using the employee's total compensated hours. Vacation requests submitted after March 15 shall be considered on a first-come, first-serve basis based upon the date the request is received by the Employer. Vacation requests approved from the March 1 through March 15 bidding time frame will be posted as will a waiting list identifying requests that were submitted during the bidding procedure but were denied.

8.4 Vacation Requests

Whenever possible, all requests for vacation should be submitted one (1) month in advance of the requested vacation time. The request must be in writing to the supervisor so that work of the unit may be planned. If needs of the Employer dictate, employees may be asked to take vacation at some other time. All requests for vacation must be approved in writing by the employee's supervisor or designee. Every effort will be made to fulfill the employee's request. Requests shall be returned from the employee's supervisor or designee in writing, in a reasonable amount of time, normally within twenty-one (21) days (three weeks) from the date of the request.

8.5 Vacation – Weekend Policy

Employees with less than three (3) weeks vacation benefit earned shall be allowed to take vacation days on up to (1) weekend (2 days) only. Employees with three (3) or more weeks vacation benefit earned shall be allowed to take vacation days on up to two weekends (4 days) only. Employees working only weekends shall be allowed to take all of their vacation benefit on weekends.

This reflects the minimum level of vacation allowed on weekends and does not prevent the Employer from granting more weekend hours than those listed above.

8.6 Terminal Vacation Pay

Full-time and regular part-time employees who have been employed for one (1) year or more shall receive terminal vacation pay according to the foregoing schedule if three (3) weeks' written advance notice of intention to terminate employment is given to the Employer prior to the beginning of the terminal vacation. However, the terminating employee must continue to work during the entire length of the notice period before terminal vacation pay becomes due and owing.

8.7 Pay Advance

Employees departing on vacation leave that extends beyond their next payday shall be granted a pay advance if a written request is presented to the personnel office at least seven (7) days before the last pay day prior to the employee's leaving for vacation.

8.8 Carryover

An employee may not accrue more than his/her annual vacation allowance. However, by mutual agreement between the employee and the Chief Executive Officer or his/her designate, unused vacation days may be carried over to the next year or otherwise compensated; however, such unused vacation days shall not be carried over except under extenuating circumstances.

8.9 Personal Days

When a full-time employee has accumulated twenty-two (22) sick leave days on his/her record, he/she shall then begin to be eligible for and begin to accrue 3/4 of a day per month to be known as "personal days." An employee must maintain twenty-two (22) sick leave days for each day of the entire month in order to accrue credit toward a "personal day." Eligible employees may accumulate a total of nine (9) "personal days" and these "personal days" are not cumulative from year to year (April 1 to April 1) except under extenuating circumstances and with prior approval of Administration. In addition, no more than two (2) "personal days" may be taken at any one time without prior written

approval of Administration. "Personal days" shall be posted April, September, and January of every year.

"Personal days" may be taken only after proper request has been made to the employee's supervisor, and after obtaining prior approval of the Administration. The time off must not interfere with the functioning of the employee's department nor cause the Employer to replace the individual. A "personal day" may be paid to an employee taking a low census day.

ARTICLE IX - SICK LEAVE

9.1 Evidence of Illness

Employees will be entitled to sick leave with pay for personal illness or accidental injuries, not to exceed the amount accumulated by the employee. After an employee has had three (3) sick leave occurrences during any six (6) month period, he/she may be required, upon request of the Employer, to furnish reasonable evidence of any claimed illness or disability during the six (6) month period immediately following the third such occurrence in order to be eligible to receive sick leave pay.

9.2 Rate of Accrual

Sick leave will be earned and accumulated by full-time employees at the rate of one (1) day for every month the employee is employed until twenty-two (22) days of sick leave have been earned and accumulated. So long as an employee has twenty-two (22) days of accumulated and unused sick leave to his/her credit, he/she will earn and accumulate no further sick leave. If and when any of the accumulated sick leave is used, then the employee will accumulate sick leave at the rate herein specified until he/she again has reached an accumulated credit of twenty-two (22) days of accumulated and unused sick leave.

9.3 Eligibility

Sick leave will not be granted for any absence from work on the day immediately preceding or following a holiday, weekend, vacation or scheduled day off, unless the employee provides the Employer, upon request, with reasonable evidence indicating that the employee was unable to perform normal work duties. Sick leave will not be paid unless the department in which the employee is assigned is notified at least one (1) hour prior to the regular starting time for day shift employees and at least four (4) hours prior to the regular starting time for evening and night shift employees.

If an employee calls in sick on his/her regular weekend to work, the employee may be required to work the following weekend, if needed.

9.4 Probationary Employees

An employee is not eligible for sick leave until the completion of his/her probationary period, however, sick leave benefits accrue from date of hire.

9.5 Hours Paid

An employee who is off work because of illness will receive pay for the number of hours he/she is usually scheduled to work.

9.6 Replacements

An employee who is off work due to illness will not be required to find his/her own replacement.

ARTICLE X - LEAVES OF ABSENCE

10.1 Granting of Leaves

The granting of any leave of absence will be discretionary with the Employer except as provided in this Article.

10.2 Critical Illness Leave

A leave of absence without pay shall be granted to an employee in the case of critical illness of a member of the family of the employee (parents, brothers, sisters, spouse and children) for a period of up to six (6) months.

10.3 Medical Leave

A medical leave of absence without pay shall be granted to an employee for a personal illness or physical disability (including pregnancy) during the period of such illness or disability up to a maximum period of one (1) year. Employees returning from a medical leave of absence which is four (4) months or less will be returned to their former position. Employees returning from a medical leave of absence which is more than four (4) months but one (1) year or less will be returned to their former position if possible, but if the Employer determines that this is not possible, such employee will be returned to a similar position for which the employee is qualified, without a reduction in pay.

Medical leaves of absence for student employees shall meet the minimum requirements of applicable state and/or federal law.

10.4 Family and Medical Leave

Employees who have been employed at least twelve (12) months and who have worked 1,250 hours in the preceding year shall be entitled to Family and Medical Leave as required by the Family and Medical Leave Act (FMLA). Other applicable laws will apply. The leave time authorized by FMLA or other applicable laws as set forth in this Section 10.4 shall not increase the leave time authorized in Section 10.2 or 10.3 but rather, shall be inclusive within the leave time provided for in those sections.

10.5 Return From Leave

Employees returning from leaves of absence, except medical and FMLA leaves, which are thirty (30) days or less will be returned to their former position. Employees returning from leave of absence except medical leaves, which are more than thirty (30) days but less than six (6) months will be returned to their former position if possible, but if the Employer determines that this is not possible, such employee will be returned to a similar position for which the employee is qualified without a reduction in pay.

10.6 Jury Duty

Employees shall be granted leaves of absence with pay for jury duty up to two (2) weeks in each calendar year. Pay for jury duty will be based on an employee's regular straight time rate, less the amount received for jury duty.

10.7 Funeral Leave

In the case of death of an employee's grandparents, grandchildren, parents-in-law, daughter-in-law, son-in-law, brother-in-law, or sister-in-law, the employee will be granted a leave of absence of two (2) scheduled work days without loss of pay for the purpose of attending the funeral or memorial service.

In the case of death of an employee's mother, father, step-parent, spouse, sister, brother, child, or step-child the employee shall be granted a leave of absence of three (3) scheduled days without loss of pay.

If the funeral is held more than 250 miles from Hastings, a third scheduled day without loss of pay shall be granted. The maximum amount of paid days an employee may receive for funeral leave is three (3).

10.8 Requests for Leave

All requests for leaves of absence shall be in writing as prescribed by the Employer.

10.9 Probationary Employees

Employees are not entitled to any leaves of absence under this Article during their probationary period.

10.10 Military Leave

The Employer shall grant leaves of absence for military service by employees in compliance with the provisions of applicable federal law, including the Veterans Re-employment Act.

10.11 Family Emergency

An employee's absence from work due to a family emergency shall not be considered an unexcused absence, nor shall such employee be disciplined for such an absence, except where the frequency of use of such days is excessive or the circumstances surrounding the absences are questionable. (Family is defined as: the employee's parents, children, sisters, brothers, or spouse; Emergency is defined as a sudden unexpected occurrence or illness demanding immediate attention by the employee.) The Employer may require proof of emergency from the employee if such absences are frequent or questionable.

10.12 Low Census Days

Eligible employees shall continue to accrue toward benefits in accordance with Section 5.12 when taking low census days.

ARTICLE XI - HEALTH PROGRAM

11.1 Physical Exam – Mantoux Test

If determined necessary by the Employer, a physical examination, including chest x-ray and/or Mantoux test, shall be given an employee upon his/her employment and repeated annually without cost to the employee. Upon request, the employee shall be given a report of the examination, and confidential medical records will be kept by the Employer.

11.2 Prescriptions

Prescriptions for employees and dependent members of the employee's immediate family who reside in the employee's household shall be provided to employees at cost.

11.3 Drug Testing

Employees may be subject to drug testing in accordance with applicable State and/or Federal laws.

ARTICLE XII - PART-TIME EMPLOYEES

12.1 Wages

All part-time employees, not classified as students as defined in Section 2.4, shall receive the same starting rate as their full-time counterparts.

12.2 Shift Differential

All part-time employees will enjoy the same shift differential as those set forth in this Agreement covering full-time employees.

12.3 Increments

All part-time employees will earn salary increments as described in Article VI on the basis of one (1) year for each 2,000 hours paid.

Increments earned by an employee while employed full-time will carry over to all part-time employment. Increments earned by an employee while working part-time will carry over to full-time employment.

12.4 Holidays

Considered holidays for part-time employees will be the following: New Year's Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a part-time employee works eight (8) hours on a scheduled holiday, he/she shall have the option of receiving eight (8) hours straight time as holiday pay in addition to the regular rate of pay for work performed on the holiday or he/she shall be entitled to take a day off with pay. If an employee chooses to take a day off, it must be taken within thirty (30) calendar days of the scheduled holiday and the employee must receive prior permission of his/her supervisor before taking a day off. Employees who work less than eight (8) hours on a scheduled holiday will be paid holiday pay plus their applicable rate for hours worked.

All regular part-time employees shall receive an annual (October 1 to October 1) Floating Holiday. Approval for the Floating Holiday must be acquired at least five (5) days prior to the posting of the work week schedule in which the holiday will be taken.

All regular part-time employees shall receive the employee's birthday as an annual holiday. If the employee works the birthday holiday, he/she will receive double time for all hours worked. If the employee does not work the holiday, he/she shall receive the day off with pay.

12.5 Vacation

- a) Part-time employees who have been employed continuously with the Employer for one (1) year or more shall receive vacation with pay on a pro-rata basis. An employee's eligibility for vacation shall be determined by the number of hours compensated with one year equaling 2,000 hours. Earned and accrued vacation hours shall be rounded to the nearest one-half (1/2) days.

A part-time employee with 12,000 or more hours of service will be allowed up to three (3) calendar weeks to use all accrued vacation. A part-time employee with 20,000 or more hours of service will be allowed up to four (4) calendar weeks to use all accrued vacation. In both cases, the employee shall receive all due vacation pay.

- b) Vacation for part-time employees will be governed in all other respects under Article VIII of this Agreement, except for Section 8.8.

12.6 Sick Leave

- a) Rate of Accrual

Sick leave will be earned and accumulated by part-time employees at the rate of one (1) day for every one hundred and seventy-three (173) hours compensated until eighteen (18) days of sick leave have been earned and accumulated. So long as the regular part-time employee has eighteen (18) days of accumulated and unused sick leave to his/her credit, he/she will earn and accumulate no further sick leave. If and when any of the accumulated sick leave is used, then the regular part-time employee will accumulate sick leave at the rate herein specified until he/she has reached an accumulated credit of eighteen (18) days of accumulated and unused sick leave.

- b) Sick Leave - Miscellaneous

Sick leave for part-time employees will be governed in all other respects in accord with Article IX of this Agreement.

- c) Personal Days

When a regular part-time employee has accumulated eighteen (18) sick leave days on his/her record, he/she shall then begin to be eligible for and begin to accrue 1/4 of a day per month to be known as "personal days." An employee must maintain eighteen (18) sick leave days for each day of the entire month in order to accrue credit towards a "personal day." Eligible employees may accumulate a total of three (3) "personal days" and these "personal days" are not cumulative from year to year (April 1 to April 1) except under extenuating circumstances and with prior

approval of Administration. Personal days shall be used in a minimum block of 1/2 day. In all other respects, personal days shall be governed in accordance with Article 8.9.

ARTICLE XIII - TERMINATION OF EMPLOYMENT

13.1 Just Cause

The Employer shall not discharge or suspend an employee without just cause. A written notice of any discharge, suspension or written warning shall be given to the employee and a copy thereof shall be sent to the Union. Lack of timely submission will not invalidate a written warning.

13.2 Quit Notice

Employees must give the Employer three (3) weeks' written notice of termination of employment. Inadequate notification will result in loss of accumulated benefits unless there is mutual agreement between the Employer and the employee to the contrary.

13.3 Layoff Notice

The Employer will give employees four (4) weeks' notice of layoff or pay in lieu thereof.

ARTICLE XIV - PROBATIONARY PERIOD

New employees shall be classified as probationary employees during the first sixty (60) calendar days of their employment, and during the probationary period, they will have no seniority or right to employment and may be discharged or disciplined with or without just cause. The Employer may extend the probationary period for an additional thirty (30) days if the Employer notifies the Union prior to the completion of the initial sixty (60) day probationary period.

ARTICLE XV - EMPLOYER RULES

Consistent with Article III, the Employer may establish reasonable rules and regulations which shall not be inconsistent with the terms of this Agreement.

ARTICLE XVI - NO STRIKE OR LOCKOUT

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

ARTICLE XVII - SCOPE OF AGREEMENT

This Agreement incorporates the entire understanding of the parties and supercedes any existing agreements, practices or understanding of any kind.

ARTICLE XVIII - NO LOSS OF BENEFITS

Where wages, hours and other conditions specifically covered by this Agreement are lower than those now received by an individual employee, such employee shall not have such conditions reduced by the execution of this Agreement, except as to any changes or modifications specifically negotiated in this current Agreement and implemented as of the effective date of this Agreement.

ARTICLE XIX - UNION REPRESENTATIVE ACCESS **BULLETIN BOARDS AVAILABLE**

A bulletin board near the time clock 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, after informing the Administrator or his/her designate, have access at all reasonable times to such bulletin board, and to other non-resident areas to discharge his/her duties as representative of the Union.

ARTICLE XX - GRIEVANCE AND ARBITRATION PROCEDURE

20.1 Procedure

Any dispute relating to the interpretation of or adherence to the terms and provisions of this Agreement shall be handled as follows:

STEP 1: The employee shall discuss the grievance with his/her immediate supervisor. The employee may have his/her Union representative present at the time of the discussion.

STEP 2: If the grievance is not resolved in Step 1, it shall be submitted, in writing, to the Human Resource office, shall specify in detail the alleged violation of the Contract and shall be received by the Employer's Human Resource department no later than fifteen (15) calendar days following the date of the occurrence. Grievances relating to wages shall be timely if received by the Employer no later than fifteen (15) calendar days following the date of receipt of the check by the employee. Within seven (7) calendar days following receipt of the grievance by the Employer, representatives of the Employer and the Union shall meet in an attempt to resolve the grievance. Within seven (7) days of the meeting between the representatives of the Employer and the Union, the Employer will present a written answer to the grievance. All time spent in grievance procedures shall not be considered hours worked.

STEP 3: If the grievance is not resolved in Step 2, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within (7) calendar days following receipt of a written answer to the grievance. The Employer and the Union shall attempt to agree on a neutral arbitrator who shall therein determine the dispute. If no agreement is reached within five (5) days, the arbitrator shall be selected from a list of nine (9) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Services. The parties shall alternately remove names from the list until one person remains who shall be the neutral arbitrator. The order of striking names shall be determined by the flip of a coin. The time spent by employees at arbitration proceedings conducted pursuant to Step 3 of this Section shall not be considered hours worked.

20.2 Authority of the Arbitrator

The authority of the arbitrator shall be limited to making an award related 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 this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievances and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be final and binding upon the Union, the Employer and the employees.

20.3 Award of the Arbitrator

The award of the arbitrator shall be made within ten (10) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

20.4 Time Limits

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

20.5 Right to Grieve

Both the Employer and the Union may file grievances resulting from disputes as to the interpretation of the terms and provisions of this Agreement. In addition, the Union may file grievances on behalf of individual employees or groups of employees.

20.6 Applicable Law

Nothing contained in this collective bargaining Agreement shall be construed to impair any of the rights of the Employer, the Union or the employees under any of the applicable State or Federal laws.

ARTICLE XXI - SENIORITY

21.1 Definition and List

Seniority for all employees shall be by classification and defined as the employee's total compensated hours with the Employer after the most recent date of employment. The Employer shall, within thirty (30) days of the execution of this Agreement, prepare seniority lists of all employees covered by this Agreement, specifying the seniority of each employee by classification. The seniority list shall be posted in the following areas: on the Union bulletin boards in the main employee entrance, near the cafeteria and in the nursing home basement. Copies thereof shall be furnished to the Union. Every six (6) months, such lists shall be revised and corrected and posted as required above.

21.2 Layoff

In reducing the number of employees or in making a permanent reduction in hours, the Employer will determine the number of positions and/or hours to be reduced within a classification. Subject to the preceding sentence, layoffs and permanent reductions in hours shall be made in reverse order of seniority, except that special capabilities may be considered for positions requiring special skills.

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

21.3 Filling of Vacancies

If any vacancy (except Lead Person and temporary positions of less than three (3) months) shall occur in an existing classification, such vacancy shall be posted on the bulletin board for five (5) days and any employee may apply, in writing, for such vacancy during such five (5) day period. Employees shall be given preference according to seniority in filling such vacancy where qualifications are substantially equal. The Employer shall respond, in writing, to applicant within a reasonable amount of time. Work performance and attendance may be taken into consideration. The Employer shall make every reasonable effort to complete the employee's transfer within ninety (90) calendar days from the position being awarded. No employee shall be eligible to bid on a new position until he/she has worked in his/her existing job for a minimum of one hundred eighty (180) days. The Employer, during such posting period, may assign temporarily an employee to such vacancy. Copies of postings shall be sent to the Union monthly.

Such job postings shall provide the following information: job classification, shift(s), status (full or part-time) and if part-time, the approximate number of hours or eight-hour days to be worked. The shift(s), and hours indicated on the job posting are only informative and are not guaranteed.

Department seniority shall be given preference in all promotions in any department unless there is no qualified applicant in the department, in which event unit-wide seniority shall be given preference if there are qualified employee applicants outside the department.

21.4 Third Party Compensation

Compensated hours, as used in this Article, shall not include third party compensation, such as disability pay, workers' compensation, or any other source not paid directly to the employee by the Employer.

21.5 Quit/Rehire

In the event of a voluntary quit and subsequent rehire, seniority shall date from the date of the most recent hire.

21.6 Student Seniority

The Employer has the discretion to determine if student employees will be terminated at the end of their student status or transferred into available regular positions. If the student employee continues employment with the Employer, he/she shall receive credit for student hours worked for seniority for non-economic purposes only except that seniority (compensated hours) will be credited to a student employee who obtains a regular position for movement on the wage scale.

ARTICLE XXII - PENSION

The Employer will provide pension benefits for all eligible employees. The Employer shall contribute to such pension plan as follows: All eligible employees of Regina Medical Center hired on or after January 1, 1996, with five (5) or less years of vesting with Regina Medical Center shall receive a four percent (4%) contribution until the participant completes five (5) or more years of vesting, at which time that individual will be entitled to an eight percent (8%) contribution. For those eligible employees who are hired prior to January 1, 1996, those individuals will continue to receive the eight percent (8%) contribution level.

The provisions of the pension benefit described above will run through December 31, 2009. Effective January 1, 2010, the language set forth above shall be eliminated from the contract and shall have no further effect. Effective January 1, 2010, the following language will be in effect:

The Employer will provide to eligible employees covered by this contract a retirement plan. The terms and conditions of that plan shall be the same that is offered, from time to time, to non-contract employees of the Employer and as the plan may be amended from time to time by the Employer. However, during the life of this contract, the Employer agrees to maintain the following benefits:

1. Up through five years of vesting as defined by the Plan, the Employer will match eligible employee contributions on a dollar for dollar basis up to three percent (3%) of the employee's eligible compensation which shall represent the Employer's contribution.
2. Six years and beyond of vesting as defined by the Plan, the Employer will match eligible employee contributions on a dollar for dollar basis up to six percent (6%) of the employee's eligible compensation which shall represent the Employer's contribution.

ARTICLE XXIII - HEALTH INSURANCE

23.1 Medical Plan

The Employer shall provide to all full-time employees, a hospitalization plan which it shall select, on a single subscriber basis. The Employer shall contribute ninety percent (90%) of the single coverage premium per month per employee, for all full-time employees hired prior to April 1, 1984. For employees who are full-time and who are hired on or after April 1, 1984, the Employer shall contribute eighty percent (80%) of the single coverage premium per month per employee. Effective July 1, 2009, the Employer shall contribute eighty-five percent (85%) of the single coverage premium per month per employee. In addition, effective July 1, 2003 the Employer shall contribute sixty percent (60%) of the total premium for family coverage. Effective July 1, 2009, the Employer shall contribute sixty-five percent (65%) of the total premium for family coverage. Participating employees will be required to pay any difference between the monthly single and family premium and the Employer's per month contribution. In addition, the current practice of the Employer in providing a credit of twenty-five dollars (\$25) toward the single subscriber premium and fifty dollars (\$50) toward the family premium shall end June 30, 2009.

23.2 Part-Time Employees

Regular part-time employees as defined in Section 2.2 who elect single coverage shall have forty percent (40%) of the single coverage premium paid by the Employer. Regular part-time employees as defined in Section 2.2 who elect family coverage shall have thirty percent (30%) of the total family premium paid by the Employer. Effective July 1, 2009, regular part-time employees as defined in Section 2.2 who elect single coverage shall have fifty-five percent (55%) of the single coverage premium paid by the Employer and

regular part-time employees as defined in Section 2.2 who elect family coverage shall have fifty-five percent (55%) of the total family premium paid by the Employer. Participating employees will be required to pay any difference between the monthly single or family premium and the Employer's per month contribution.

23.3 In addition, the current practice of the Employer in providing a credit of twenty-five dollars (\$25) towards the single subscriber premium and fifty dollars (\$50) towards the family premium shall end June 30, 2009.

ARTICLE XXIV - DISABILITY INSURANCE

The Employer will provide employees who regularly work thirty-five (35) hours or more per week with long-term disability insurance under its current plan during the term of this Contract.

ARTICLE XXV - NON-DISCRIMINATION

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

ARTICLE XXVI - LABOR/MANAGEMENT MEETINGS

26.1 Labor/Management Meetings

The Employer agrees to meet with Union Representatives at least once a year to discuss issues of concern to labor and management. The Personnel Director and the Union Business Representative will be present at meetings.

26.2 Nursing Home Legislation

The Employer agrees to meet with the Union on the impact of additional Nursing Home funds allocated from the Department of Human Services, should such additional funds become available (e.g., wage and/or benefit pass through).

ARTICLE XXVII - DURATION AND RENEWAL

Except as otherwise noted in this Agreement, it shall be effective July 1, 2009 and it shall run through June 30, 2012. This Agreement shall continue 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 July 1, 2012 or July 1 of any year thereafter of its intention to change, modify or terminate this Agreement.

Regina Medical Center

SEIU Healthcare Minnesota

By _____

By _____

Date _____

Date _____

**Letter of Understanding
between
Regina Medical Center
and
SEIU Healthcare Minnesota**

As a result of recently concluded contract negotiations, the following understandings have been reached:

In regards to Section 2.4 – Student Employees - It is agreed and understood that non-dietary student employees shall be trained in by a regular non-student employee.

In regards to Section 2.5 – Temporary Employees - It is agreed and understood that when a current employee takes a temporary position, the Employer will not hold his/her old job open for a guaranteed return. This is not to be confused with a current employee picking up temporary additional hours, in which case the employee’s regular position is not vacated. It is also agreed that “temporary positions” of less than three (3) months need not be posted.

In regards to Section 6. 1 and Appendix A - Wages – It is agreed and understood that the wages for the classifications of work covered by this Agreement are minimum wage rates.

In the Memory Care Unit of Senior Living, the Employer shall designate on the schedule whether, for that shift, an employee is being assigned as a Resident Service Aide or a Resident Housekeeping Aide and the employees will be compensated pursuant to the classification that the Employer has assigned the individual to for that shift.

This Agreement shall be effective July 1, 2002. In witness hereof, the undersigned have caused this Agreement to be executed.

Regina Medical Center

SEIU Healthcare Minnesota

**Letter of Understanding
between
Regina Medical Center
and
SEIU Healthcare Minnesota**

As a result of recently concluded contract negotiations, the following understandings have been reached:

The Employer and the Union have agreed that, during the life of this next collective bargaining agreement, the Employer and the Union, upon request of either party, will meet and confer regarding the possible adoption of a paid time off plan. It is further agreed that no change in the collective bargaining agreement will be made to adopt a paid time off plan unless such plan and all necessary modifications to the contract in connection with the adoption of a paid time off plan have been mutually agreed to between the Employer and the Union.

Regina Medical Center

SEIU Healthcare Minnesota

Date: _____

Date: _____

APPENDIX A
Base Hourly Wage Rates
Effective the Pay Period Commencing Closest to July 1, 2009

Classification	Start	1 Year 2,000 Hrs	2 Years 4,000 Hrs	3 Years 6,000 Hrs	4 Years 8, 000 Hrs	5 Years 10, 000 Hrs	8 Years 16, 000 Hrs	10 Years 20,000 Hrs	15 Years 30,000 Hrs	18 Years 36,000 Hrs	20 Years 40,000 Hrs
Medical Records Clerk											
Nurses' Aide											
Housekeeping											
Laundry											
Dietary											
Physical Therapy Aide											
Activities											
X-Ray Aide	\$10.31	\$11.33	\$11.96	\$13.21	\$14.54	\$15.02	\$15.16	\$15.30	\$15.54	\$15.79	\$16.25
Support Services Aide											
Resident Housekeeping Aide	\$10.58	\$11.63	\$12.26	\$13.55	\$14.91	\$15.41	\$15.53	\$15.68	\$15.98	\$16.18	\$16.65
NA/R Hospital											
OR Aide											
Central Supply Aide	\$10.83	\$11.85	\$12.52	\$13.84	\$15.16	\$15.64	\$15.84	\$15.99	\$16.20	\$16.48	\$16.97
Janitor Post 4/1/94											
Washer/Extractor Post 7/1/99											
Unit Secretary											
Resident Service Aide											
Assistant Cook/Caterer											
Patient Care Technician	\$11.04	\$12.20	\$13.07	\$14.54	\$15.91	\$16.44	\$16.60	\$16.73	\$17.03	\$17.21	\$17.72
Janitor Pre 4/1/94											
Washer/Extractor Pre 7/1/99	\$11.63	\$12.80	\$13.53	\$15.12	\$16.55	\$17.09	\$17.24	\$17.43	\$17.63	\$17.90	\$18.41
NA/R Nursing Home											
Cook/Baker	\$11.83	\$12.92	\$13.56	\$14.93	\$16.03	\$16.49	\$16.70	\$16.84	\$17.05	\$17.34	\$17.83
Carpenter											
Medical Secretary											
Medical Transcriptionist	\$12.26	\$13.40	\$14.50	\$15.96	\$17.46	\$18.03	\$18.18	\$18.30	\$18.59	\$18.80	\$19.37
Painter	\$17.31	\$17.51	\$17.71	\$18.13	\$19.33	\$19.58	\$19.81	\$20.04	\$20.28	\$20.52	\$21.16
Student	\$7.94										

The above scales reflect a one percent (1%) across-the-board increase effective the pay period commencing closest to 7/1/09.

APPENDIX A
Base Hourly Wage Rates for Employees Eligible for Uniform Allowance
Effective the Pay Period Commencing Closest to July 1, 2009

Classification	Start	1 Year 2,000 Hrs	2 Years 4,000 Hrs	3 Years 6,000 Hrs	4 Years 8,000 Hrs	5 Years 10,000 Hrs	8 Years 16,000 Hrs	10 Years 20,000 Hrs	15 Years 30,000 Hrs	18 Years 36,000 Hrs	20 Years 40,000 Hrs
Medical Records Clerk											
Nurses' Aide											
Housekeeping											
Laundry											
Dietary											
Physical Therapy Aide											
Activities											
X-Ray Aide	\$10.40	\$11.42	\$12.05	\$13.30	\$14.63	\$15.11	\$15.25	\$15.39	\$15.63	\$15.88	\$16.34
Support Services Aide											
Resident Housekeeping Aide	\$10.67	\$11.72	\$12.35	\$13.64	\$15.00	\$15.50	\$15.62	\$15.77	\$16.07	\$16.27	\$16.74
NA/R Hospital											
OR Aide											
Central Supply Aide	\$10.92	\$11.94	\$12.61	\$13.93	\$15.25	\$15.73	\$15.93	\$16.08	\$16.29	\$16.57	\$17.06
Janitor Post 4/1/94											
Washer/Extractor Post 7/1/99											
Unit Secretary											
Resident Service Aide											
Assistant Cook/Caterer											
Patient Care Technician	\$11.13	\$12.29	\$13.16	\$14.63	\$16.00	\$16.53	\$16.69	\$16.82	\$17.12	\$17.30	\$17.81
Janitor Pre 4/1/94											
Washer/Extractor Pre 7/1/99	\$11.72	\$12.89	\$13.62	\$15.21	\$16.64	\$17.18	\$17.33	\$17.52	\$17.72	\$17.99	\$18.50
NA/R Nursing Home											
Cook/Baker	\$11.92	\$13.01	\$13.65	\$15.02	\$16.12	\$16.58	\$16.79	\$16.93	\$17.14	\$17.43	\$17.92
Carpenter											
Medical Secretary											
Medical Transcriptionist	\$12.35	\$13.49	\$14.59	\$16.05	\$17.55	\$18.12	\$18.27	\$18.39	\$18.68	\$18.89	\$19.46
Painter	\$17.40	\$17.60	\$17.80	\$18.22	\$19.42	\$19.67	\$19.90	\$20.13	\$20.37	\$20.61	\$21.25
Student	\$8.03										

These pay rates include a uniform allowance of nine cents (\$.09) per hour.

The above scales reflect a one percent (1%) across-the-board increase effective the pay period commencing closest to 7/1/09.

APPENDIX A
Base Hourly Wage Rates
Effective the Pay Period Commencing Closest to July 1, 2010

Classification	Start	1 Year 2,000 Hrs	2 Years 4,000 Hrs	3 Years 6,000 Hrs	4 Years 8, 000 Hrs	5 Years 10, 000 Hrs	8 Years 16, 000 Hrs	10 Years 20,000 Hrs	15 Years 30,000 Hrs	18 Years 36,000 Hrs	20 Years 40,000 Hrs
Medical Records Clerk											
Nurses' Aide											
Housekeeping											
Laundry											
Dietary											
Physical Therapy Aide											
Activities											
X-Ray Aide	\$10.51	\$11.56	\$12.20	\$13.47	\$14.83	\$15.32	\$15.47	\$15.60	\$15.85	\$16.11	\$16.57
Support Services Aide											
Resident Housekeeping Aide	\$10.80	\$11.87	\$12.51	\$13.82	\$15.21	\$15.72	\$15.84	\$16.00	\$16.30	\$16.50	\$16.99
NA/R Hospital											
OR Aide											
Central Supply Aide	\$11.04	\$12.08	\$12.77	\$14.11	\$15.47	\$15.96	\$16.15	\$16.31	\$16.53	\$16.81	\$17.31
Janitor Post 4/1/94											
Washer/Extractor Post 7/1/99											
Unit Secretary											
Resident Service Aide											
Assistant Cook/Caterer											
Patient Care Technician	\$11.26	\$12.44	\$13.33	\$14.83	\$16.23	\$16.77	\$16.94	\$17.06	\$17.37	\$17.55	\$18.08
Janitor Pre 4/1/94											
Washer/Extractor Pre 7/1/99	\$11.87	\$13.05	\$13.80	\$15.42	\$16.89	\$17.43	\$17.58	\$17.78	\$17.98	\$18.26	\$18.78
NA/R Nursing Home											
Cook/Baker	\$12.07	\$13.18	\$13.84	\$15.23	\$16.35	\$16.82	\$17.03	\$17.18	\$17.39	\$17.69	\$18.18
Carpenter											
Medical Secretary											
Medical Transcriptionist	\$12.51	\$13.67	\$14.79	\$16.28	\$17.81	\$18.39	\$18.54	\$18.66	\$18.97	\$19.17	\$19.76
Painter	\$17.65	\$17.86	\$18.07	\$18.50	\$19.72	\$19.97	\$20.20	\$20.44	\$20.69	\$20.93	\$21.58
Student	\$8.09										

The above scales reflect a two percent (2%) across-the-board increase effective the pay period commencing closest to 7/1/10.

APPENDIX A
Base Hourly Wage Rates for Employees Eligible for Uniform Allowance
Effective the Pay Period Commencing Closest to July 1, 2010

Classification	Start	1 Year 2,000 Hrs	2 Years 4,000 Hrs	3 Years 6,000 Hrs	4 Years 8,000 Hrs	5 Years 10,000 Hrs	8 Years 16,000 Hrs	10 Years 20,000 Hrs	15 Years 30,000 Hrs	18 Years 36,000 Hrs	20 Years 40,000 Hrs
Medical Records Clerk											
Nurses' Aide											
Housekeeping											
Laundry											
Dietary											
Physical Therapy Aide											
Activities											
X-Ray Aide	\$10.60	\$11.65	\$12.29	\$13.56	\$14.92	\$15.41	\$15.56	\$15.69	\$15.94	\$16.20	\$16.66
Support Services Aide											
Resident Housekeeping Aide	\$10.89	\$11.96	\$12.60	\$13.91	\$15.30	\$15.81	\$15.93	\$16.09	\$16.39	\$16.59	\$17.08
NA/R Hospital											
OR Aide											
Central Supply Aide	\$11.13	\$12.17	\$12.86	\$14.20	\$15.56	\$16.05	\$16.24	\$16.40	\$16.62	\$16.90	\$17.40
Janitor Post 4/1/94											
Washer/Extractor Post 7/1/99											
Unit Secretary											
Resident Service Aide											
Assistant Cook/Caterer											
Patient Care Technician	\$11.35	\$12.53	\$13.42	\$14.92	\$16.32	\$16.86	\$17.03	\$17.15	\$17.46	\$17.64	\$18.17
Janitor Pre 4/1/94											
Washer/Extractor Pre 7/1/99	\$11.96	\$13.14	\$13.89	\$15.51	\$16.98	\$17.52	\$17.67	\$17.87	\$18.07	\$18.35	\$18.87
NA/R Nursing Home											
Cook/Baker	\$12.16	\$13.27	\$13.93	\$15.32	\$16.44	\$16.91	\$17.12	\$17.27	\$17.48	\$17.78	\$18.27
Carpenter											
Medical Secretary											
Medical Transcriptionist	\$12.60	\$13.76	\$14.88	\$16.37	\$17.90	\$18.48	\$18.63	\$18.75	\$19.06	\$19.26	\$19.85
Painter	\$17.74	\$17.95	\$18.16	\$18.59	\$19.81	\$20.06	\$20.29	\$20.53	\$20.78	\$21.02	\$21.67
Student	\$8.18										

These pay rates include a uniform allowance of nine cents (\$.09) per hour.

The above scales reflect a two percent (2%) across-the-board increase effective the pay period commencing closest to 7/1/10.

APPENDIX A
Base Hourly Wage Rates
Effective the Pay Period Commencing Closest to July 1, 2011

Classification	Start	1 Year 2,000 Hrs	2 Years 4,000 Hrs	3 Years 6,000 Hrs	4 Years 8,000 Hrs	5 Years 10,000 Hrs	8 Years 16,000 Hrs	10 Years 20,000 Hrs	15 Years 30,000 Hrs	18 Years 36,000 Hrs	20 Years 40,000 Hrs
Medical Records Clerk											
Nurses' Aide											
Housekeeping											
Laundry											
Dietary											
Physical Therapy Aide											
Activities											
X-Ray Aide	\$10.72	\$11.79	\$12.45	\$13.74	\$15.13	\$15.63	\$15.78	\$15.91	\$16.17	\$16.43	\$16.90
Support Services Aide											
Resident Housekeeping Aide	\$11.01	\$12.10	\$12.76	\$14.10	\$15.51	\$16.04	\$16.16	\$16.32	\$16.63	\$16.83	\$17.33
NA/R Hospital											
OR Aide											
Central Supply Aide	\$11.26	\$12.33	\$13.02	\$14.40	\$15.78	\$16.28	\$16.48	\$16.64	\$16.86	\$17.15	\$17.65
Janitor Post 4/1/94											
Washer/Extractor Post 7/1/99											
Unit Secretary											
Resident Service Aide											
Assistant Cook/Caterer											
Patient Care Technician	\$11.48	\$12.69	\$13.60	\$15.13	\$16.55	\$17.11	\$17.28	\$17.40	\$17.72	\$17.90	\$18.44
Janitor Pre 4/1/94											
Washer/Extractor Pre 7/1/99	\$12.10	\$13.31	\$14.08	\$15.73	\$17.22	\$17.78	\$17.94	\$18.13	\$18.34	\$18.62	\$19.15
NA/R Nursing Home											
Cook/Baker	\$12.31	\$13.44	\$14.11	\$15.53	\$16.67	\$17.15	\$17.37	\$17.52	\$17.74	\$18.04	\$18.55
Carpenter											
Medical Secretary											
Medical Transcriptionist	\$12.76	\$13.94	\$15.09	\$16.60	\$18.17	\$18.76	\$18.91	\$19.04	\$19.35	\$19.55	\$20.15
Painter	\$18.00	\$18.22	\$18.43	\$18.87	\$20.11	\$20.37	\$20.61	\$20.85	\$21.10	\$21.35	\$22.01
Student	\$8.26										

The above scales reflect a two percent (2%) across-the-board increase effective the pay period commencing closest to 7/1/11.

APPENDIX A
Base Hourly Wage Rates for Employees Eligible for Uniform Allowance
Effective the Pay Period Commencing Closest to July 1, 2011

Classification	Start	1 Year 2,000 Hrs	2 Years 4,000 Hrs	3 Years 6,000 Hrs	4 Years 8,000 Hrs	5 Years 10,000 Hrs	8 Years 16,000 Hrs	10 Years 20,000 Hrs	15 Years 30,000 Hrs	18 Years 36,000 Hrs	20 Years 40,000 Hrs
Medical Records Clerk											
Nurses' Aide											
Housekeeping											
Laundry											
Dietary											
Physical Therapy Aide											
Activities											
X-Ray Aide	\$10.81	\$11.88	\$12.54	\$13.83	\$15.22	\$15.72	\$15.87	\$16.00	\$16.26	\$16.52	\$16.99
Support Services Aide											
Resident Housekeeping Aide	\$11.10	\$12.19	\$12.85	\$14.19	\$15.60	\$16.13	\$16.25	\$16.41	\$16.72	\$16.92	\$17.42
NA/R Hospital											
OR Aide											
Central Supply Aide	\$11.35	\$12.42	\$13.11	\$14.49	\$15.87	\$16.37	\$16.57	\$16.73	\$16.95	\$17.24	\$17.74
Janitor Post 4/1/94											
Washer/Extractor Post 7/1/99											
Unit Secretary											
Resident Service Aide											
Assistant Cook/Caterer											
Patient Care Technician	\$11.57	\$12.78	\$13.69	\$15.22	\$16.64	\$17.20	\$17.37	\$17.49	\$17.81	\$17.99	\$18.53
Janitor Pre 4/1/94											
Washer/Extractor Pre 7/1/99	\$12.19	\$13.40	\$14.17	\$15.82	\$17.31	\$17.87	\$18.03	\$18.22	\$18.43	\$18.71	\$19.24
NA/R Nursing Home											
Cook/Baker	\$12.40	\$13.53	\$14.20	\$15.62	\$16.76	\$17.24	\$17.46	\$17.61	\$17.83	\$18.13	\$18.64
Carpenter											
Medical Secretary											
Medical Transcriptionist	\$12.85	\$14.03	\$15.18	\$16.69	\$18.26	\$18.85	\$19.00	\$19.13	\$19.44	\$19.64	\$20.24
Painter	\$18.09	\$18.31	\$18.52	\$18.96	\$20.20	\$20.46	\$20.70	\$20.94	\$21.19	\$21.44	\$22.10
Student	\$8.35										

These pay rates include a uniform allowance of nine cents (\$.09) per hour.

The above scales reflect a two percent (2%) across-the-board increase effective the pay period commencing closest to 7/1/11.