

COLLECTIVE BARGAINING AGREEMENT

By and Between

COMMUNITY MEMORIAL HOSPITAL

and

SEIU Healthcare MN

July 1, 2018– June 30, 2021

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AGREEMENT

This Agreement, made and entered into this 1st day of July, 2018, by and between Community Memorial Hospital, Cloquet, Minnesota, a charitable corporation, hereinafter referred to as the "Employer", and SEIU Healthcare MN, hereinafter referred to as the "Union."

PREAMBLE PURPOSE AND INTENT

It is the intent and purpose of the parties hereto set forth herein the basic agreement between them for the term hereof, covering the employment to be observed and kept between the parties hereto for the employees covered by the terms of this Contract.

The Union, the Employer, the Non-Union and Union employees will work together to honor the principles of respect and dignity. The Parties agree that the continued success and operation of this institution is dependent upon their mutual respect for one another's work.

All employer rights, functions, responsibilities and authority, not specifically limited by the express of the Agreement, are retained by the Employer and remains exclusively within the rights of the Employer.

ARTICLE 1 NON-DISCRIMINATION

- A. General Non-Discrimination: Community Memorial Hospital shall recruit, hire, train, and promote in all job titles without regard to race, color, faith, religion, national origin, sex, ethnic group, sexual orientation, disability, age, marital status, veteran status or status with regard to public assistance in accordance with Federal, State and local laws prohibiting such discrimination.
- B. Non-Discrimination for Union Activity: The Employer shall not discriminate against any employee because of membership in the Union for any legitimate Union activity conducted by such employee. The Union agrees, however, that the Union and the employees covered by this Contract shall not conduct or carry on any union activities on the Employer's premises which shall materially interfere with the operation of the Employer.

ARTICLE 2 RECOGNITION

Having been certified as the exclusive bargaining agent for all status employees in the following job classifications by Community Memorial Hospital:

Nursing Assistant/Registered (NA/R) - Hospital	Housekeeper
Nursing Assistant/Registered (NA/R) - Nursing Home	Linen Aide
Restorative Nursing Assistant / Registered (RSA NA/R)	Phlebotomist
Trained Medication Aide (TMA)	Unit Clerk
Dietary Aide	Custodian

Dietary Cook	Materials Handler
Dietary Baker Environmental Services Worker	Life Engagement Aide

The following job classification are excluded under the exclusive bargaining unit excluding all other employees covered by another union, all professional employees, all supervisory employees, the Health Information department employees and all confidential employees as defined in the "National Labor Act" as amended, this Agreement is entered into by and between SEIU Healthcare MN, hereinafter called the "Union", and Community Memorial Hospital, hereinafter referred to as the "Employer."

ARTICLE 3 UNION SECURITY

- A. Exclusive Rights: The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this Contract either individually or collectively which in any way conflicts with the terms and conditions of this Contract.

- B. Union Membership: There is a Collective Bargaining Agreement between the employer and SEIU Healthcare Minnesota, Minnesota's Healthcare Union 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 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 Union member and participate fully in the affairs of the Union by paying monthly dues.
 2. Employees may choose not to become a Union member and pay a service fee monthly. 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 and fees deducted from their checks and sent to the Union.

All Employees covered by this Agreement who are now or may hereafter become members of the Union shall during the life of this Agreement, remain members of the Union in good standing as a condition of employment. "In good Standing" for the purpose of this Agreement, is defined to mean the payment of standard regular monthly dues, uniformly required as a condition of acquiring or retaining membership in the Union.

Employees covered by this Agreement who elect not to become Union members shall pay to the Union a monthly service fee equal to the standard monthly dues paid by Union members. This payment in no event shall exceed the regular monthly Union dues paid by Union members working an equivalent number of hours.

Payments required by this section shall be made only after an Employee has completed thirty (30) days of employment. The fee required by paragraph one shall be due and payable upon the thirty-first (31st) day of employment and must be paid within ten (10) days thereafter. Monthly payments required by paragraph two are due and payable the first (1st) day of the month following the completion of thirty (30) days of employment and shall be paid by the first (1st) pay day of each month.

Any Employee who is delinquent in making payments of the Collective Bargaining Fee, required herein for more than thirty (30) days shall be subject to termination by the Employer. The Union shall provide written notice to such employee of the delinquency and provide the Employee with sufficient opportunity to correct the delinquency. The Union shall provide copies to the Employer of any warning notice sent to such employees within three (3) business days after receipt of written notice from the Union to the Employer of such delinquency. The Union shall hold the Employer harmless from any claims of any Employee so terminated.

C. Dues Deductions

The Employer agrees to deduct Union dues or comparable service fees for employees electing to not become Union members, from wages of employees who voluntarily provide the Employer with a written authorization to make such deductions. The written authorization shall not be irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made from the wages of employees in the first (1st) pay period of the month in which the payment is due. Withheld amounts will be forwarded to the Union after the first 1st payday of the month of the withholding, together with a record of the amount, social security number, and name of those for whom such deductions have been made.

In the event that no wages are due the employee or that they are insufficient to cover the required deduction, the deduction for such month 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 promptly refund any dues found to have been improperly deducted and transmitted to the Union,

Any Employee who is paying dues or an amount equal to dues may stop making those payments by giving written notice to both the Employer and the Union during the period not less than thirty (30) and not more than forty-five (45) days before the annual anniversary date of the employee's authorization or the date of termination of the applicable contract between the Employer and the Union, whichever occurs sooner. The Employer will honor employee check-off authorizations unless they are revoked in writing during the window period, irrespective of the employee's membership in the Union.

The Union will provide the Employer verification that dues deductions have been authorized by the Employee. Employees may express such authorizations by submitting to the Union a written 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.

Employee Lists:

Each pay period, the Employer will send to the Union, in a sortable electronic format (e.g. excel), a list with the following information for bargaining unit employees and positions.

- New Hires: name, hire date, address, phone number, personal and work e-mail addresses, classification, rate of pay, social security number and number of hours worked per pay period.
- Non Contract: name, social security number, date of job transfer, position the employee is transferring from and into, new hire information for those employees new to the bargaining unit.
- Terminated Employees: (from the bargaining unit) 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, personal and work e-mail changes, changes in hours in a pay period, change in classification, any other changes affecting Union membership or dues, and social security number.
- Hourly Reports: monthly lists of all employees in the bargaining unit with actual hours worked by pay period/month, along with name, social security number and period the hours cover.

SEIU Healthcare Minnesota will be moving to a percentage dues system which is based on each member's gross pay per pay period under the Collective Bargaining Agreement. There will continue to be minimum and maximum dues. In an effort to make the transition as smooth as possible, SEIU Healthcare Minnesota is requesting the following data in addition to the member information provided above.

- Each Pay Period: name, social security number, gross pay per pay period, and dues deduction amount.
 - Annually name, social security number, hire date, classification, wage rate, gross collective bargaining wages, and total annual dues deducted.
- D. Hold Harmless: The Union agrees to defend, indemnify, and hold the Employer harmless from and against any and all claims, suits, orders or judgments brought or issued against the Employer arising out of or related to actions taken in accordance with this article.
- E. Notification of Changes:
1. Employee Status - Any consequential changes or additions established for the employee by the Employer shall be made available to the union representative.
 2. Working Rules - Working rules shall be submitted to the Union for any input or discussion prior to posting.
- F. Time Off for Union Business: The Employer agrees to grant the necessary time off without pay and without discrimination to any employee designated by the Union to attend a labor convention or to serve in any capacity or other official Union business. The Union will provide no less than three (3) weeks' notice to the employer unless it is an unforeseen circumstance. (i.e., a grievance meeting).
- G. Bulletin Board: The Employer shall maintain a bulletin board of reasonable size to be placed in such part of the institution as may be mutually agreed upon to post any notice or

document relating to Union affairs. A bulletin board space shall be provided near the time clock. The Union Stewards are responsible for ensuring the bulletin board is neat, tidy and current.

ARTICLE 4 EMPLOYMENT STATUS

- A. Posted Employee: Regular scheduled shift (master scheduled) per signed Personnel Action Form (PA). Guaranteed set work days, may be assigned to work every other weekend.
- B. Posted Flexible FTE Employee: Regular scheduled shift (master scheduled) to minimum FTE and up to maximum FTE will be scheduled as needed by management. May be assigned to work every other weekend.
- C. Non-Posted Employee: Guaranteed minimum work hours in a pay period per signed PA. No set work days, may be assigned to work two out of three weekends.
- D. Casual Employee: No guarantee of work hours or set work days in a pay period per signed PA. Not eligible for health and welfare benefits. When the employer has a need, the Casual Employee must work a minimum of sixteen (16) hours in a two (2) week pay period. The employer may schedule up to two (2) training and two (2) refresher shifts of 8-hours each (32 total hours) per calendar year.
- E. Call Employee: No guarantee of work hours, never scheduled, cannot pick up extra, overtime, or on-call hours unless posted, non-posted, and casual positions have been given the opportunity first; holiday pay is paid if worked. Employee does not accrue time off and is not eligible for health and welfare benefits or seniority. When the employer has a need, the Call Employee must work a minimum of two (2) 8-hour weekend shifts and three (3) additional 8-hour shifts per calendar month. The employer may schedule up to two (2) training and two (2) refresher shifts of 8-hours each (32 total hours) per calendar year.
- F. Temporary Employee: No set work hours, work days, or weekends off; does not exceed ninety (90) calendar days; does not hold union seniority, pays union dues, no initiation fees; not eligible for health, welfare or time off benefits; cannot pick up extra, overtime, or on-call hours unless posted, non-posted, and casual positions have been given the opportunity first.
- G. Probation: Employees shall be probationary employees for ninety (90) days and during such period may be discharged by the Employer without just cause and without the same causing a breach of this Contract or constituting a grievance hereunder. For newly hired Casual and Call Employees the probationary period will be 150 days.

ARTICLE 5 Union Stewards/Leaders and Representatives

The Employer agrees to recognize stewards/leaders elected or selected by the Union as provided in this section.

1. The Union agrees to notify the Employer in writing of all designated stewards/leaders and replacements.

2. Stewards/leaders shall not leave their work stations for Union Business without prior permission of their designated supervisors and they shall notify their designated supervisors upon return to their work station. Such permission shall not be unreasonably withheld.
3. The Employer agrees to recognize the Internal Contract Organizer/Leader or MAC Representative of the Union as the proper authority to adjust with the Employer any controversy between the parties to the Agreement as to the meaning and application of the provisions of the Agreement.
4. The Employer shall provide a list of new employees, including date of hire, shift and job classification to all stewards/leaders.

ARTICLE 6 SENIORITY

- A. Seniority: Every employee covered by the terms of this Contract shall have seniority as herein provided from the date of such employee's original date of hire as posted on the seniority list unless such seniority is broken for reasons specified herein. The seniority list is to be posted on the Union bulletin board.
- B. Determination of Seniority: When a new employee that is covered by this agreement is hired, their bargaining unit seniority shall be their most recent date of hire. Department seniority will begin the date of hire and/or date awarded the position. Seniority shall be first by department to be supplemented by unit-wide seniority as hereinafter provided. In the event more than one (1) employee is hired the same day in any department, seniority shall be determined by drawing of numbers. Rights and privileges involving seniority shall be applied as per the employee's overall seniority date (i.e., last date of hire).
- C. Posted Quarterly Seniority Lists: The Employer shall each quarter of the calendar year prepare a seniority list of employees covered by this Agreement and send two (2) copies to the designated Union Steward and one (1) to the Union Representative. The seniority list shall specify both the department and unit seniority of each employee.
- D. Departments for Seniority Purposes: The foregoing provision shall apply to layoffs, rehiring, and reduction of hours and filling of vacancies in each department of the unit and to promotions in such department if the employee is qualified to fulfill the job duties thereof. Such departments shall be:
 1. Nursing Department, which department shall include: nursing assistants/registered, nursing assistants/registered – hospital, restorative nursing assistants/registered, trained medication aides, unit clerks and life engagement aides in direct patient care.
 2. Dietary, which departments shall include all persons who are primarily engaged in the preparation of service of food such as dietary aides, dietary cooks, and dietary baker.
 3. Materials Handlers
 4. Environmental Services (Custodians, Housekeepers, Linen Aides and Environmental Services Workers)
 5. Phlebotomists
- E. Loss of Seniority Rights
 1. An employee shall lose all seniority rights for any one or more of the reasons:

- a. Voluntary resignation
 - b. Discharge for cause
 - c. Failing within one (1) calendar week to report for work after layoff; upon receipt of notice by registered mail
 - d. Employment by any other employer during a leave of absence
 - e. Layoff which continues for more than two (2) years
 - f. Failure to apply for replacement within statutory limitation after honorable discharge from any military service
 - g. Moving to Call Position
2. Personal Illness: Any employee who is absent due to a personal illness shall maintain their seniority until the employee has been absent for a period of time equaling the employee's length of service with the Employer, not to exceed a maximum of one (1) year.

ARTICLE 7 SCHEDULING

A. Work Schedules

1. Advance Notice: The Employer will post final work schedules two (2) calendar weeks in advance of the starting day of the schedule. Tentative schedules may be posted in advance of the two weeks.
2. Starting and Ending Times:
 - a. Determination of starting and ending times on the posted schedules shall be made by the Employer.
 - b. The Employer will not make indiscriminate changes in an employee's start or end time solely for the purpose of avoiding over-time.
 - c. When the Employer determines a change in the normal start or end time of a shift is needed, they will notify the union at least two (2) weeks in advance of the change.
3. Change in Posted Schedules: Once a final work Schedule is posted it will not be changed except by mutual agreement of the Employer and employee, or due to an employee returning from FMLA leave or unavoidable situations such as death in the family, car accident, jury duty, etc.
4. Consecutive Work Days: The Employer will make every effort to avoid employees being scheduled more than seven (7) consecutive days. If an employee works more than seven (7) consecutive days (unless it is the result of a mutual exchange or employee request), the employee will be paid in accordance with Article 12.D.
5. Consecutive Days Off: The Employer will as far as practicable arrange schedules so that employees have two consecutive days off each pay period.
6. Time off between scheduled shifts: Employees will not be required to return to work for their next schedule shift unless they have had at least 10 hours off between shifts. However, with mutual agreement between the employee and employer agreement may be made to work a shift which is less than 10 hours off between shifts.

B. Scheduling Procedures for Posted Positions/Master Schedule:

1. Definition: A posted position has set work days and days off. Posted flex positions will have set work days equal to the minimum of their posted position and the remainder will be scheduled as needed. Posted positions will constitute the Master Schedule.
2. Adjustment to the Master Schedule: Management may alter the Master Schedule to accommodate in-service days. In such circumstances one or more employee's posted position may be temporarily altered to provide adequate staff.
3. Weekends:
 - a. Employees who hold Posted positions may not be scheduled to work more than every other weekend.
 - b. Should it become necessary for an employee holding a posted position, to work two consecutive weekends, unless due to a mutual exchange, the employee will be paid the weekend bonus.
 - c. An employee who wants a weekend off which is a normal part of their regular pattern of work may request per procedure.
 - d. Employees whose posted position is for weekends only may request a weekend off per procedure.
4. Responsibility:
 - a. Employees in a posted position agree to adhere to the work schedule they hold. Except as provided below any temporary reductions will be handled through written mutual agreement and cannot involve overtime. Any premiums from the schedule change will be waived.
 - b. An employee with a posted position may request up to four times a year to change their normal days off for that schedule. Requests for such time off must be submitted in the approved manner.
5. Vacated Posted Positions: When a posted position is vacated, the vacated position is subject to revision/change based upon the staffing needs at that time. The vacated position, after review and revision, if applicable, shall be posted for bids per contract language.
6. Working On Days Off: Staff holding posted positions can, by mutual agreement, work their scheduled weekend off and/or days off, at the request of Management, per contract language.
7. Change in FTE: Each November, up to two (2) employees per department, by seniority, may permanently drop a shift (reduction of .1 FTE) from their permanent schedule provided that the department has employees with a flex FTE (posted or non-posted) to pick up that shift. The drop in FTE in the schedule will be reflected by the end of the following January. An employee may drop a shift (reduction of .1 FTE) once every three (3) years.

C. Scheduling Procedures for Non-Posted Positions:

1. Definition:

Non-posted positions do not have a set schedule of hours or shifts or weekends. There is no guarantee of days they will work, days they will have off or weekends they will work.
2. Preferences:
 - a. The Employer will take into account preferences of employees in non-posted positions for floors and/or shifts when possible. Employees in non-posted-positions are, however, required to work as needed once they are procedurally oriented.

- b. Requests for days off must be made in advance of the final schedule being posted and will be granted on a first-come first-serve basis. Requests will only be granted as the schedule allows.

3. Weekends:

- a. Non-posted positions may be required to work two (2) out of three (3) weekends based on seniority and need.
- b. Employees in non-posted positions interested in working extra weekend shifts may inform the Employer of their willingness to work extra weekends. Extra weekends will be granted as they are available.
- c. Employees in non-posted positions who work more than two (2) weekends in a row (unless it is the result of a mutual exchange or employee request), will be entitled to the weekend bonus.

D. Scheduling Open Shifts:

1. Additional Work Shifts:

When there are vacant or unfilled shifts in the work schedule, the employer will fill such shifts in accordance with the following process:

- a. Employees will have the opportunity to indicate their desire to work extra hours on the "Extra Hours" signup sheet.
- b. The "Extra Hours" sign up sheet is posted by the employer at least four (4) weeks prior to any final schedule being posted.
- c. Employees may indicate whether they will work additional straight time and/or overtime shifts, what days they will work, what shifts they are willing to work and what floor (if relevant) they will work.
- d. Employees who have signed the "Extra Hours" sign up sheet may be assigned shifts in the following order:
 - 1. Regular employees, (Posted, Non-posted and Casual) in order of seniority, on a non-overtime/non-premium basis/non-bonus basis.
 - 2. Call employees on a non-overtime/non-premium basis.
 - 3. Regular employees, as in #1, on an overtime/premium basis; or Absence Pay Back (APB) employee whichever incurs the least overtime.
 - 4. APB employees on an overtime basis
- e. If there are open shifts that are not filled under the above paragraph, the employer will assign the open shifts to the first employee who volunteers using the decision process outlined in d, 1-4 above.
- f. An employee must be qualified to perform work required on the additional shift.

2. Requesting Additional Work Shifts in the Nursing Department:

Once the final work scheduled is posted, the employer will post the open shifts indicating the shift and floor. Employees will have the right to request the open shifts in the following manner:

- a. Employees submit a written request for the open shifts they are willing to work.
- b. One week after the final schedule has been posted, employees requesting open shifts may be offered them in the following order.
 - 1. Regular employees, (Posted, Non-posted and Casual) in order of seniority, on a non-overtime/non-premium basis.
 - 2. APB (Absence Pay Back see Article 18) employees at straight time.
 - 3. Call employees on a non-overtime/non-premium basis.

4. Regular employees, as in #1, on an overtime/premium basis; or an APB employee whichever incurs the least overtime.
 5. APB employees on an overtime basis
 6. Call employees on an overtime and/or premium basis.
- c. Once the schedule has started, open shifts will be filled by the first employee who volunteers using the decision process outlined in b. 1-6 above.
 - d. An employee must be qualified to perform work required on the additional shift.

E. Voluntary Shift Switch Procedure:

Any shift switch or agreement to work another employees scheduled shift (Mutual Agreement) agreed to between employees must be requested in writing, in advance, (at least two days), and be approved before the employees make the switch.

1. Mutual Agreement (MA) Request Form:

- a. Employees must complete the *Request Section* and the *Reply Section* up to the *Granted/Denied* line;
- b. Both employees sign the request and submit it to the appropriate supervisor Monday – Friday.
- c. An employee who requests to have another employee work a scheduled shift for them must first offer such hours to those employees on the department's request for extra hours list. If there is an exchange of equal shifts in the same pay period, employees do not need to consult the request for extra hours list.
- d. Weekend requests will be handled on a case by case basis in accordance with Article 7.B.3.b.

2. Approval/Denial Process:

- a. The request will be reviewed and approved, if the request:
 1. Does not result in overtime, premiums and any bonus resulting from the agreement are waived.
 2. Does not result in under/over staffing.
 3. Does not violate another employee's rights to extra shifts as outlined in this article, when overtime, premiums and/or bonuses are not involved.
- b. The departmental supervisor will make the changes to the schedule.
- c. The department supervisor will notify the employees involved that the Mutual Agreement has been granted or denied.

2. Verbal Mutual Agreements:

Will be accepted in emergency situation only and handled on a case-by-case basis. Employees must plan ahead if you need time off.

3. Mutual Agreements implemented by employees without approval will result in discipline for the employees involved.

ARTICLE 8 LOW CENSUS

A. Procedure:

The Union and the Employer recognize that there may be times when a shortage of anticipated patients or reduced case mix will require a temporary staffing reduction on a particular unit or department. When the decrease for a particular unit or department is anticipated to be temporary, the Employer, after reducing all call/temporary employees, shall effect appropriate reduction in staff as set forth in this Section.

1. First, employees in the particular unit or department where a reduction in staff is needed and who are qualified to work in another area of the facility where assistance is needed will be reassigned.
2. Second, if further reductions in the particular unit or department are needed for a shift, the employer will offer employees in that unit or department, in order of seniority, an opportunity to voluntarily request a low census day. Voluntary requests for low census days that are honored will be noted for benefit purposes.
3. Third, if further reductions in the particular unit or department are needed for a shift, the least senior bargaining unit member, including mutual exchanges, in that particular unit or department working above their minimum posted FTE on the shift where reductions are needed, will be informed prior to the start of the shift that they are not needed or if sent home after the start of the shift, has the right to work a minimum of four (4) hours.
4. Fourth, if further reductions in the particular unit or department are needed for a shift, the least senior bargaining unit member, including mutual exchanges, in that particular unit or department on the shift where reductions are needed will be informed prior to the start of the shift that they are not needed or if sent home after the start of the shift has the right to work a minimum of four (4) hours.
5. An employee whose hours are reduced in accordance with the low census language in this section, may not bump an employee in another Department. Nor may Nursing Home employees whose hours are reduced bump an employee who works in the Hospital. Nor may a Hospital employee whose hours are reduced bump an employee who works in the Nursing Home.

- B. Benefits: When an Employee's work hours are canceled by the Employer due to lack of work, the employee shall receive credit for eligibility for and accumulation of contractually provided benefits.

ARTICLE 9 JOB POSTING AND FILLING VACANCIES

A. Job Posting Vacancy

1. Postings:

- a. Regular Positions: Regular vacancies that occur in any department covered by this contract shall be posted on the bulletin board for five (5) working days, (Working days are defined as Monday through Friday excluding designated holidays). Any employee may apply in writing for a regular vacancy during this five (5) day period.
- b. Temporary Positions: A temporary position, defined as a position lasting ninety (90) days or less and one needed to replace an existing employee on an approved leave of absence or other absence will be posted only for employees in the Department where the position is needed. Should additional vacancies occur as a result of such posting they, also, will only be posted for employees who are in the Department where the vacancies occur.

2. Department Preference:

Employees of the department in which the vacancy (regular or temporary) occurs, if qualified, shall be given preference according to seniority in filling the vacancy. If no one in the department in which a regular vacancy occurs applies, or if applicants are not qualified, then any employee covered by this agreement outside the department applying shall be given preference according to bargaining unit seniority.

3. Temporary Postings:

Temporary Positions are posted per contract. A temporary job classification cannot be reclassified as a regular position unless reposted.

B. Transfers

1. Job Transfer from Department to Department:

- a. Employees who transfer from one department to another within this unit are considered temporary until they have completed a thirty (30) day probationary period in the new department.
- b. Prior to accepting the transfer, the employee will work one (1) day as a shadow and up to an additional six (6) work days in the new position before making a decision on the position. If the employee chooses to accept the transfer the effective date will become retroactive from the date of the job shadow. In the event the employee wishes to return to their original department, the employee must do so within thirty (30) calendar days of the transfer effective date otherwise they cannot automatically return. The employee will be restored to full seniority and pay in her/his former position in their original department.
- c. An employee who bids and is granted a new position within this bargaining unit will not be considered for an open position for 1 year (12 months) from the date that the employee was awarded the position.

2. Job Transfer within a Department:

- a. Transfers for different shifts within the employee's classification will be based on seniority providing the employee is qualified.
- b. Employees who transfer from one job to another that does not require extensive training within a department will have seven (7) worked shifts, not to exceed fourteen (14) calendar days until the new job is considered regular.
- c. Transfers to classifications that do require extensive training within a department will have up to thirty (30) days until the new job is considered regular. (For example: Going from a nursing home NA/R to a hospital NA/R or from a Dietary Aide to a Cook.)
- d. An employee who bids and is granted a new FTE position within their department may transfer for an open FTE position a maximum of five (5) times a year from the date that the employee was awarded the first position.

C. Awarding Positions

1. Qualifications and Seniority:

Awarding a position in a new classification and/or a position in another department will be based on qualifications and if qualifications are substantially equal, seniority will be the determining factor.

In the case of an employee who has received a final warning or suspension for either gross misconduct or a major violation of the work rules within the six (6) month period immediately preceding the posting of the open and available position, management may determine not to award the position to said employee, whom may be otherwise be qualified.

2. Late Transfer:

If transfer to another department cannot be completed after two (2) months (4 pay periods), the employee will receive \$.20/hour until the transfer takes place. If it takes longer than three (3) months (6 pay periods) the employee will be paid \$.50/hour until the transfer is complete.

D. Wage/Job Classification Grade Transfer

1. Different Grade:

Employees transferred from one (1) wage grade to another shall stay at the same increment level in the new department as the employee had in their old department and shall move ahead in the increment steps as the schedule normally calls for.

2. Same Grade:

Employees transferring from one (1) job to another in the same wage grade or department shall not suffer any reduction in increment steps but shall continue with the same increments as in their former job.

E. Dispute of Awarded Position:

If a dispute arises because of the interpretation of any provision of this section, such dispute shall be determined by the provisions of the section on grievance procedure, provided, however that no retroactive pay shall be awarded any grievant who may be awarded a position with higher pay unless that arbitrator shall determine that the Employer's decision is malicious or willful.

ARTICLE 10 UNIT CLERKS

Employer will not require a Unit Clerk to maintain their NA/R. But if the Unit Clerk works as a NA/R in addition, they would need to maintain their NA/R and NA/R seniority.

ARTICLE 11 TRAINED MEDICATION AIDES

A. Trained Medication Aide (TMA) Qualifications:

1. Must be listed on the Minnesota NA/R registry and have at least 1,000 hours of experience.
2. Must have TMA certification or be eligible for training as listed below.

B. Qualifications of Candidates for TMA Training:

The Employer before hiring outside the bargaining unit will provide the following opportunity for NA/Rs to be trained as TMAs.

1. TMA training must be available in the local area.
2. Candidate(s) must have a written work recommendation from the Resident Care Manager or supervisor.
3. Based on facility need, training opportunities will be posted for a TMA position(s).
4. Candidates must not have any job related performance issues within the previous twelve (12) months.
5. Must have successfully completed the initial probationary period.

C. Selection for TMA Training:

1. Opportunities for training will be based on seniority providing the employee meets the above listed qualifications.
2. Employees selected for training must agree in writing to meet the facility need(s) for the TMA position.

3. Employee must agree in writing to work as a TMA for a minimum of one (1) year.
4. Failure to meet either 2 or 3 above will result in the employee being obligated to reimburse the employer for the cost of the training including any paid time.

D. Selection for TMA Position:

1. Must have successfully completed a training program that meets MN requirements.
2. Providing the qualifications are equal, seniority will prevail.

E. Working Conditions of TMA:

1. TMAs will be required to work a minimum of one shift/pay period as a float NA/R.
2. It is the intent of the TMA position to not vary shifts, but to work posted positions.
3. TMAs will work as scheduled and cannot be bumped by NA/Rs or LPNs.
4. TMAs can be pulled to work as NA/Rs if crisis scheduling is determined by SHCC Director of Nursing or designee.
5. When TMAs are working as NA/Rs, they can when needed be reassigned as TMAs.
6. TMA working the mandatory minimum one (1) shift/pay period as a float NA/R will be paid TMA differential.
7. TMAs voluntarily picking up additional NA/R open shifts, will not be paid the TMA differential.
8. Trained, qualified TMAs working as a NA/R and pulled to work as a TMA will be paid TMA differential for the full shift that they were scheduled to work as a NA/R.
9. TMAs working as a TMA and pulled to work as a NA/R will be paid TMA differential for the full shift that they were scheduled to work as a TMA.

F. TMA Seniority, PTO Scheduling, and Extra Hours Signup Sheet:

1. TMAs will hold seniority by TMA hire date. If two (2) TMAs are granted positions at the same time, unit seniority will determine most senior person.
2. TMAs will remain on the seniority list, and hold TMA seniority.
3. PTO will be granted by seniority. Only one (1) TMA per scheduled shift will be granted PTO at one time.

ARTICLE 12

HOURS, PREMIUMS, DIFFERENTIALS, BONUSSES and WAGES

A. Wages:

1. Current wage schedule is attached as Appendix A.
2. A CMH NA/R who agrees to voluntarily pick up open shifts in Sunnyside Health Care Center (SHCC), will be paid at the higher rate NA/R wage scale and receive the long term care differential for hours actually worked in SHCC.

B. Definition of Work Day and Pay-period:

1. Work Day: Eight (8) hours shall constitute the normal work day and the work day begins at 7:00 a.m.
2. Pay-period: Two (2) weeks shall constitute the normal pay-period and the pay-period begins on Monday at 7:00 a.m.

- C. Definition of Overtime: Employees under this agreement will be paid overtime for all hours worked in excess of eight (8) hours in a work day or eighty (80) hours in a pay-period.
- Consecutive Hours – Premium Pay:
If an employee is working within their primary department and working the night shift; works in excess of eight consecutive hours, and is not entitled to overtime as mandated by Wage and Hour, the employee will be paid a premium of time and one-half (1 ½) for such hours at his/her regular rate of pay. This premium will not be paid if the employee is eligible for overtime for the same hours and will only be paid in situations where the employee is being mandated to stay and/or requested to stay to finish an assignment (Article 7.E.2).
- D. Consecutive Days:
An employee who works more than seven (7) consecutive days (unless it is the result of a mutual exchange or employee request), will be paid at the premium rate of one and one-half (1 ½) their hourly rate for consecutive days worked in excess of seven (7) days. Consecutive day premium will not duplicate overtime payments on days the employee would be entitled to overtime.
1. If an employee is requesting to pick up a shift, they can request, and will be given the criteria for what type of pay the extra shift would be, i.e.; premium pay, overtime, etc.
 2. This premium pay will not offset any other premium pays that have already been agreed to.
- E. Working in a Higher Paid Position:
An employee who is assigned to perform the duties of a higher paid position for a period of two (2) consecutive hours or longer shall be paid the higher rate of pay for the employee's entire shift.
- F. Advance Notice – Four Hour Work Guarantee
Employees required to report for a regular shift of work will be guaranteed at least four (4) hours work. The foregoing provision shall not apply to any employee who desires to, or prefers to, work less than four (4) hours, if the Hospital determines the employee is not needed to stay and work. Nor shall the foregoing provision apply to a mandatory in-service or education meeting or any other type of required attendance that does not involve the employee performing his or her regular work duties during a regularly assigned shift of work.
- G. Rest/Meal Periods:
1. One twenty (20) minute rest period will be provided for employees working a shift of less than six (6) hours. Two twenty (20) minute rest periods will be provided for employees working a shift of six (6) or more hours.
 2. An employee who completes an eight (8) hour shift and then is assigned a voluntary or mandatory consecutive work shift will be entitled to a twenty (20) minute break before beginning the next shift or as soon as possible thereafter.
 3. An employee will be entitled to one 30 minute unpaid meal period when working a shift of six (6) or more hours.
- H. Meals:
Employees working twelve (12) or more consecutive hours will be provided a free meal.

I. Work Experience Credit:

A maximum of 7 years of experience credit will be given for all classifications. The experience credit may be awarded at any point during the probationary period; however, will not be paid back to the date of hire. To get credit for previous work experience, it needs to be listed in the application and the previous experience must be verified and relevant to the position.

J. Bonuses

1. Weekend Bonuses:

- a. Posted Positions: Employees holding a posted position will receive the weekend bonus payment on the second consecutive weekend worked. An employee who holds a position that does not require them to work weekends will receive the weekend bonus when they work because of employer need.
 - b. Non-Posted Positions: Employees in non-posted positions will receive the weekend bonus payment on the third consecutive weekend worked.
 - c. Weekend Bonus: Employees working additional weekends as described above (unless it is the result of a mutual exchange or employee request), will be paid a bonus as follows:
 1. Employees working an extra shift of less than six hours will receive an additional thirty dollars (\$30.00).
 2. Employees who work an extra shift of six (6) to eight (8) hours will receive an additional forty dollars (\$40.00)
 - d. Reduction on Weekends: If it becomes necessary to reduce staff on a weekend shift, employees entitled to a weekend bonus will be called off in order of seniority before less senior employees working their scheduled weekend.
2. Short Notice Bonus: If an employee is called into work with less than two (2) hours' notice, the employee shall be paid a bonus of two (2) hours at the employee's regular straight time hourly rate in addition to being paid at the appropriate rate for the actual time worked.

K. Differentials:

1. Shift Differential: An employee who is scheduled and works any shift starting at noon through 3:00 a.m. will be paid an extra forty-five cents (\$.45) per hour for the entire shift. e.g., employee is scheduled to work at 10:00 a.m. and comes in late thereby clocking in at 12:30 p.m., they would not be eligible for the shift differential.
2. TMA Differential: \$1.15 above scale
3. Unit Clerk Differential – Unit Clerks Hired Before 7/1/06:
 - a. Will not be scheduled to work one shift per pay period as a NA/R, but the employer will have the right to assign them NA/R duties for all or part of their unit clerk shift when the need arises.
 - b. Will have choice to work weekends (every other), same as TMA.
 - c. If a current Unit Clerk signs a PA agreeing to work every other weekend and one shift per pay period as a NA/R they will receive \$1.00 per hour differential.
4. Unit Clerk Differential – Unit Clerks Hired On Or After 7/1/06:
 - a. Will work every other weekend.
 - b. Will work one shift as a NA/R every pay period.
 - c. Will be paid a \$1.00 per hour differential.

5. Long Term Care Differential:

Nursing Assistants – Nursing Home, RSAs, TMAs and Unit Clerks will be paid \$.35 above scale.

*Hospital NA/Rs will receive this bonus for hours actually worked in the Nursing Home.

L. On-Call

1. On Premise Call: Employees who are assigned on premise on call will be paid at the wage per MN statute, while taking on premise call.

2. Off Premise Call:

Employees who are assigned Off Premise On-call status will be paid \$35.00 for each shift not worked. Employees who are assigned Off Premise On-Call will be paid \$20.00 for each worked shift in addition to regular hourly rate for hours worked.

In the hospital, if there are 2 NA/Rs that are able to be put on mandatory call, the one with the least on-call shifts will be assigned the Off-Premise On-call, provided, however, that employees who pick up an open shift shall be the first to be on mandatory call, ahead of an employee who is regularly scheduled to work.

3. Availability:

Employees who are required to be on-call shall be available on the job within forty (40) minutes of a call.

4. Limits:

An employee shall not be assigned to an on-call status more than thirty (30) days/60 blocks (of 4 hours) in a calendar year and no more than 6 times (in 4 hours blocks) in a pay period. If an employee is placed on call and works anything less than their full scheduled shift it would count as them taking their turn on call.

M. Mandatory Overtime Bonus:

Any employee who is mandated to stay beyond the end of their shift, except as provided in Article 7.E.2 (finishing an assignment within two hours of their shift ending), will be paid a thirty-five dollar (\$35.00) bonus for each mandated shift.

N. Weekend Call Coordinator Bonus:

When an employee is assigned by their Supervisor or Department Head to coordinate calling employees in to cover a shift and/or provide needed work coverage, the employee will receive a bonus of \$25.00 for the day. The Employer has the right to assign from those that volunteer (not by seniority).

O. Premium for Working on a Scheduled PTO Day:

An employee agreeing to work on a day for which PTO was granted will be paid premium pay of time and one half for hours worked on that day.

P. Pyramiding:

There will be no pyramiding of overtime, thus hours worked over eight (8) in a day for which overtime is paid will not be counted when computing weekly and/or payroll period overtime. Holiday Premium, Eighth Consecutive Day Premium and Overtime will not be pyramided. When an employee is eligible for overtime, holiday premium or eighth consecutive day premium, such payments will not be duplicated for the same hours worked. Employees will be paid whichever premium is the largest.

Bonuses and differentials will be paid in addition to any premiums or overtime payment.

Q. Payroll Error:

When a payroll error results in the employee being underpaid at least \$50.00, the employer will correct the error within 2 working days (M-F). If the error is due to the employee's failure to swipe in/out, etc. the error will be corrected with the next pay period.

Patterns/trends of employee abuse, non-compliance with swiping and use of exception slips, will be dealt with through progressive discipline.

R. Hazard Plan Pay:

When there is an event that there is an emergency situation, the employer decides who will work. In the event that there is a situation where there are needs for on-call premise and to work the 2nd (second) shift, the employer will ask by seniority which employee would want to work the 2nd (second) shift. The remaining staff held over will be put on premise call. The mandatory overtime will be paid out to the employee who is working the second shift.

Mandatory bonus for those who had to continue to work and if required by law or the labor agreement employer will pay overtime. Those who do not have to immediately work will be designated as on premise call and be paid by contract language for on premise call. If activated from on premise call to work within the 24-hour period, all worked hours in excess of 8 in a 24-hour period will be paid the overtime rate.

ARTICLE 13 UNIFORMS

A. Uniform Allowance:

Employees who are not provided with uniform(s) from the Employer are responsible for purchasing their own uniforms and will be reimbursed up to the amount listed below.

Full Time Status .5 – 1.0	\$175.00
Part-Time Status .1 - .49	\$125.00

Hospital NA/Rs who agree to work in the nursing home according to Article 12.A.2. are eligible for the uniform allowance specified above. The first twelve (12) months that they agree to work in the nursing home is considered the waiting period and then if they continue to work in the nursing home after the twelve (12) month period, then the employee would be eligible to be reimbursed (with receipts) for up to the amount listed above. The uniform allowance is for the previous year worked.

Employees who are provided uniform(s) from the employer will be reimbursed up to \$50.00 for the purchase of shoes.

B. Uniform Allowance Request Procedure:

1. Current employees must submit receipts for the purchase of uniforms and/or shoes to their department head or immediate supervisor if they wish to be reimbursed.
2. Receipts are to be submitted within the month for which the employee is eligible for reimbursement.
3. Receipts for the current year will be reimbursed by the employer on the employee's anniversary date providing such receipts were submitted thirty (30) days in advance of the employee's anniversary date.

4. Receipts not submitted thirty days in advance of the employee's anniversary date or those from previous years will be reimbursed in 30 days or less of their receipt.

C. Uniform Maintenance/Conditions

All employees are required to wear name badges while on duty.

D. Outdoor Coveralls

The Employer shall provide each maintenance employee a pair of outdoor coveralls to wear for work. Coveralls shall remain at work and will be replaced when conditions dictate, per Employer approval.

ARTICLE 14 LEAVES OF ABSENCE

A. Leave of Absence (LOA) Request Procedure

A leave of absence may be requested by the employee and approved by the Employer for various reasons. When requesting any leave, employee should consult with their Department Director and/or Human Resources for assistance to determine rights, benefits and procedures for various leaves.

B. Types of Leave of Absences

1. Personal Illness or Injury:

An employee who has sustained an injury or illness shall be granted a leave of absence up to ninety (90) calendar days, renewable upon request, by mutual agreement between the employee and Employer and subject to medical evidence necessitating such absence.

2. On-the-Job Injury:

Employees shall be compensated applicable to all State and Federal Laws governing the same (in specific 785.43 medical attention). These laws and regulations shall be posted for the employee's convenience.

3. Maternity Disability Leave:

Maternity disability leave will be the same as any other illness or injury leave as required by Federal and State Law.

4. Illness or Injury of Spouse, Parent, or Child:

Refer to Article 14.H – Family and Medical Leave Act.

5. Funeral Leave:

In the case of a family member's death, the employer shall grant a paid leave of absence per the following:

- a. For the death of a spouse, parent, parent in-law, step-parent, sibling, step sibling, child, step-child, or grandchild of the employee, up to three (3) days paid leave of absence will be granted. One or two days may be before or after the funeral.
- b. For the death of a son-in-law, daughter-in-law, grandparent, brother-in-law, or sister-in-law of the employee, one day paid leave of absence will be granted.
- c. Additional time off may be granted with pay from the date of death in unusual cases in which it is necessary for the employee to travel a substantial distance for the funeral.

6. Jury Duty:

An employee called to serve on a jury or being subpoenaed as a witness shall be reimbursed for the difference between the amount paid for such service (exclusive of travel pay) and her/his compensation for regularly scheduled work hours lost.

- a. An employee who is obligated to report or is impaneled on a jury will not be required to work the night shift immediately prior to jury duty. If the employee is released from jury duty in 4 hours or less, she/he shall return to work or report to the next scheduled shift, if practicable.
- b. Employees required to serve on jury duty or serve as a witness are required to follow the procedure below:
 1. Give prior notice to their department manager.
 2. Furnish their department manager with satisfactory evidence of their service on jury duty or as a witness.

7. Military Service:

In compliance with the provisions of USSERA.

8. Personal Leave:

An employee may request a personal leave of absence for reasons not listed. The Employer shall use reasonable and fair judgment in determining whether or not an employee shall be granted a personal leave of absence. The length of a personal leave of absence shall not exceed three (3) months. Any PTO due the employee must be used before granting an unpaid personal leave.

9. Lobby Day:

Up to one day per calendar year, the Employer will excuse without attendance penalty, two (2) bargaining unit members to participate in a Local's sponsored Lobby Day to promote funding for nursing homes/hospitals.

C. Leave of Absence Extension Request Procedure:

Employees who have exhausted their initial ninety (90) day leave of absence, have the option of requesting additional leave time in thirty (30) day increments, not to exceed a total of twelve (12) months from the first day of the employee's initial leave of absence. At least two (2) weeks prior to the last day of the LOA, the employee is responsible for contacting their Department Director and initiating a written request to extend their LOA on a form provided by the Employer. Failure to initiate LOA extensions timely constitutes an employee's notice of voluntary resignation.

D. Accepting Other Employment While on a LOA:

An employee who is granted a leave of absence for one (1) year or less and while on such leave of absence accepts employment with another Employer, or who goes into business for themselves, is considered to have resigned.

E. Posting for Open Position While on a LOA:

While on a LOA, an employee cannot post for an open position if they are unable to start in the new position by the next schedule.

F. Return to Work After LOA:

Upon return to work from a leave of absence for nine (9) months or less, every effort shall be made by the Employer to restore the employee to the job previously held or to a comparable job with regard to work and rate of pay, if available and if the employee is qualified or can be qualified. The employee must give two (2) weeks' notice to the

Employer of their intention to return to work unless Law requires otherwise. Failure to provide such notice may result in a delay in being returned to work.

G. Pay During LOA:

Employees on a leave of absence shall not be entitled to benefits of this contract unless specifically provided for herein.

H. Family Medical Leave of Absence (FMLA)

1. Eligibility Requirements: Employee has been employed by employer for at least 12 months, and Employee has worked a minimum of 1,250 hours during the previous 12 months.
2. Pay for FMLA Leave: Employees that have PTO or EIB available will substitute paid time for all or part of any unpaid FMLA leave. However, at the request of an employee at the same time they request leave, the employee may choose to retain 50% of their posted position (minimum FTE) to use at a time after the leave of absence.
3. Granting FMLA Leave: Leave of absences granted under FMLA are according to the Federal 1993 Family Medical Leave Act, the Minnesota State FMLA guidelines, and the Employer's policy.
4. Return to Work: On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, seniority and other terms/conditions of employment per union contract and Employer policy.

ARTICLE 15 PAID TIME OFF (PTO)

A. Definitions

1. Paid Time Off:

All eligible employees covered by the terms of this Contract will be provided paid time off (PTO) for purposes of vacation, personal time off and sick leave. It is intended that as much as possible, time away from work will be scheduled and approved in advance consistent with the process in this article.

2. Anniversary Date:

For the purpose of this article, anniversary date will be defined as an employee's most recent date of hire, or the date the employee works sufficient hours to earn paid time off benefits, whichever is later.

B. Eligibility:

An employee will be eligible to earn PTO if an employee has been continuously employed for ninety (90) calendar days while working a minimum .5/FTE (half time). Once an employee has been employed continuously for ninety (90) calendar days at the appropriate number of hours, they will be credited with PTO accrual for all hours paid since their anniversary date.

C. PTO Accrual:

1. Hourly Credit: Eligible employees will accrue paid time off based on the employee's anniversary date for all hours paid (including overtime hours and on-call hours) in accordance with the following schedule:

Length of Continuous Service	Accrual Rate	PTO Maximum Cap in Hours
Start to First (1st) Anniversary	.038462 (80/2080)	192 hours
First (1 st) Anniversary to Second (2 nd) Anniversary Date	.057692 (120/2080)	232 hours
Second (2 nd) Anniversary to Tenth (10 th) Anniversary	.076929 (160/2080)	272 hours
Tenth (10 th) Anniversary to Nineteenth (19 th) Anniversary	.096154 (200/2080)	312 hours
After 19 th Anniversary	.115385 (240/2080)	352 hours

2. Holiday Credit:

In addition to the above accrual rate, all eligible employees covered by this agreement will accrue an additional 2.768273 hours each pay period.

3. Maximum Accrual of PTO:

Employees will accumulate PTO to a maximum amount, based on anniversary date, as listed in the chart above (yearly accumulation plus forty (40) hours). Once an employee has reached their maximum accumulation, the employee will cease earning additional PTO until the employee uses PTO or cashes PTO out, in accordance with 15.D. below.

D. PTO Pay Out:

1. Current Employees:

When an employee takes PTO time, the employee's pay shall be calculated upon the employee's minimum hours of their position at their regular hourly rate.

2. Upon Termination:

Employees whose employment terminates shall receive the PTO balance provided the employee has completed one year of continuous service.

3. Upon Employee's Death:

In the case of a death of an employee, any PTO balance will be paid to the employee's beneficiary, or in absence thereof, to the employee's estate.

4. Cashing Out PTO:

An employee may request that PTO time of not less than eight (8) hours be cashed out, up to ten (10) separate occasions each calendar year. An employee may not cash out more than eighty (80) hours each calendar year. Notification of request to cash out will be in writing and in accordance with Employer's procedures.

E. Scheduling PTO – Annual PTO Signup:

To schedule accrued paid time off in advance, the following procedures will be used. Each year all requests for PTO during the annual signup will be granted based on seniority in accordance with the following rules:

1. Deadline:

All requests must be submitted on or before March 1st. Any employee not requesting PTO on or before March 1st, must then request PTO at times open and not claimed by another employee.

2. Restrictions:

- a. Blocks of PTO: PTO requests approved during the annual sign up must be in at least one-week blocks. Employees may split requests for PTO in one (1), two (2), three (3) or four (4) week blocks or any combination of these.
1. PTO week blocks must be taken Monday through Sunday for day/afternoon shifts and Sunday through Saturday for night shifts.
 2. No more than two (2) consecutive weeks of PTO will granted between Memorial Day and Labor Day unless all employees requesting PTO during this period have obtained requested times, if available. A third week will be granted in order of seniority if scheduling permits.
- b. Annual Maximum Request: Senior employees will have their annual request limited to the following guidelines until all employees requesting PTO have the opportunity to obtain PTO within these guidelines:

Less than one (1) year	1 week
One (1) year	2 weeks
Two (2) through nine (9) years	3 weeks
Ten (10) through nineteen (19) years	4 weeks
Twenty (20) or more years	5 weeks

Once all employees requesting PTO during the annual signup have obtained available time within the above guidelines, additional requests submitted during the annual signup will be granted in order of seniority.

1. No-Single Days: During the annual PTO signup, no request for single days of PTO will be granted.
 2. Holiday Weeks: Requests for PTO during the designated two week Christmas/New Year Holiday season will be granted on a rotating basis year to year among employees requesting this time period.
- c. Notification of Approval by Management: Employees requesting PTO during the annual signup will have their requests granted by seniority to the maximum allotted slots for the department, provided such requests are in compliance with the above listed restrictions. PTO requests granted will be posted by March 14th of that year on an annual PTO calendar in each Department. Requests that cannot be granted because they exceed the maximum number of vacation slots will be denied unless an employee notifies the Employer they want their requested PTO to be considered on a first request basis once scheduling needs are determined.

F. Scheduling PTO – After the Annual Signup Period:

1. Request: Employees may request PTO after the annual signup period in week blocks or single days.
2. Restrictions:
 - a. Single Days: Employees requesting single days will not have them considered more than forty-five (45) days in advance of the posted work schedule.
 - b. Blocks: Requests for PTO in week blocks will be considered on a first request basis. PTO week blocks must be taken Monday through Sunday for day/afternoon shifts and Sunday through Saturday for night shifts.
 - c. Single Days versus Blocks: If a request for a week block of PTO is not made more than forty-five (45) days in advance of the final posted work schedule, such request will not take priority over requests submitted for single days.

- d. Tie Breaker: Requests for PTO submitted on the same work day, or in the case of single days becoming eligible for approval on the same work day, will be granted by seniority.
3. Notification by Management: PTO request slips will be returned to the employee within two weeks of the request for week blocks, or for single days within two (2) weeks of when the request becomes eligible for approval. The Employers response may be any one of the following:
- a. The PTO request is granted due to open times in the maximum number of vacation slots for the department. Granted PTO will be posted on the work schedule.
 - b. The PTO request cannot be granted until scheduling needs are determined,
 - c. The PTO request is denied.

G. Unscheduled PTO:

Unscheduled time off for illness or family emergencies are absences that cannot be scheduled in advance. Employees must notify their supervisor per Employer and Department guidelines when the need to use unscheduled PTO arises. In cases when an employee is off work due to a personal illness, a form must be completed upon return to identify symptoms for infection control purposes.

H. Weekends:

An employee's normal weekend off will not be affected because of PTO usage.

I. Emergencies:

It is recognized that when emergencies on an employee's part occur, it may be necessary to change the PTO of an employee to another form of leave of absence. Once PTO is granted it cannot be changed except by mutual agreement between the Employer and employee.

An employee agreeing to work on a day for which PTO was granted will be paid premium pay of time and one half (1 ½) for hours worked on that day.

J. Unpaid Time Off:

Employees who take time off work will be required to use any available PTO before any time off without pay will be granted.

K. Holiday PTO:

1. Recognized Holidays: The following days shall be considered holidays on the date specified by Minnesota Statute:

New Year's Day	Labor Day
Easter	Thanksgiving Day
Memorial Day	Christmas Eve
July 4th	Christmas Day

In addition to the above designated holidays, employees are given PTO credit for a floating holiday. See Article 15.C.2.

2. Absence: Any absence from work, 24 hours before and/or 24 hours after the holiday shall forfeit eight (8) hours of accumulated PTO.

3. Pay on a Holiday:
 - a. Holiday Pay Less Than .5/FTE
 1. Working a Holiday: Those employees working less than twenty (20) hours a week shall receive double time and one-half (2 ½) for hours worked.
 2. Off on a Holiday: A less than .5/FTE employee will not receive compensation for Holidays not worked.
 - b. Holiday Pay for .5/FTE or Greater
 1. Pay for Hours Worked: An employee who is scheduled to work on the holiday will be paid a premium of time and one-half (1 ½) for all hours worked on the above designated holidays except for Christmas Day for which hours worked will be paid double time.
 2. PTO Time: An employee who works one of the above designated Holidays may also request eight (8) hours of PTO time for the day.
 3. Holiday Bonus Pay - If an employee works a non-scheduled Holiday shift, they will receive a twenty-five dollar (\$25.00) bonus for working that non-scheduled holiday shift.
 4. Not Scheduled to Work: An employee who earns PTO and is not scheduled to work on a designated holiday must use eight (8) hours of PTO at straight time for that non-worked holiday if the employee has not met the minimum hours of their position.
 5. Week with a Holiday: If a holiday designated in Article 15.K. falls during an employee's granted PTO period, the employee may request to take an additional day of PTO pay beyond their minimum hours of their position. An employee who will meet their minimum FTE or work agreement for a pay period in which a holiday falls and is not scheduled to work the holiday will not be paid PTO. An employee who has not met their minimum FTE or work agreement for a pay period in which a holiday falls, whether scheduled or not, will be paid PTO.
4. Holiday Scheduling Start and End Times: The holiday shall begin at the start of the night shift on the day before the holiday and end at the beginning of the night on the day of. (Housekeepers please refer to Appendix C)

L. Extended Illness Bank (EIB):

1. Eligibility: Employees must be scheduled to work a minimum .5 FTE to be eligible to accrue EIB to a maximum of 520 hours (sixty-five (65) days).
 - a. Full-time Employees: Accrue a maximum of seven (7) days (56 hours) of EIB per twelve months of work.
 - b. Part-Time or Casual Employees: Accrue on a pro-rated basis.
2. Usage of Extended Illness Bank:

EIB can be accessed for the illness of self and dependent child, spouse, or parent per the Family Medical Leave Act (FMLA). Prior to accessing EIB, employees must use four (4) days (32 hours) of PTO for each individual spell of illness.
3. Employee Surgery/Accidental Injury:

If an employee has surgery or has an accident for which the employee is unable to work as certified by a doctor, the employee will be paid EIB starting on the first day of missed work continuing until the employee returns, providing they have sufficient EIB.

4. EIB Bank Pay Out Upon Retirement:

Upon retirement when an employee is eligible for Social Security or dies, one hundred percent (100%) of accumulated EIB days will be paid to the retiree, or in the event of death, to the heir and/or heirs named (in writing and signed) by the employee for those employees hired prior to March 17, 2003. Employees hired after March 17, 2003 are not eligible to be paid out.

5. EIB Bank Buyout - Accumulated Sick Days Paid Prior to Social Security Retirement: An employee may terminate employment prior to being eligible for social security retirement and be paid a portion of their unused sick days. They must be at least 57 years of age and have completed at least 20 years of continuous employment with CMH. There will be a deduction of 1/2 day per month of accumulated sick days for each month the employee leaves prior to their becoming eligible for social security retirement. The reduction will commence the month following the last day worked or the last day of paid PTO, whichever is later.

ARTICLE 16 BENEFITS, HEALTH AND WELFARE

- A. Eligibility: Regular employees working a minimum of a .50 or greater FTE become eligible for health on their 90th day of employment and all other benefits on the first day of the month following their 90th day of employment.
- B. Group Health Insurance: Employer contributions are as follows:
1. The Employer will pay 80% of the single premium for covered employees.
 2. The Employer will pay a percentage towards the family health insurance according to the table below for covered employees. This plan will contain co-pays and a deductible. This plan or an equivalent plan will remain in effect unless mutually agreed to.

Hours Paid	
0 – 6,240	47.7%
6,241 – 16,640	59.5%
16,641 – 31,200	71.2%
31,201 +	80.0%

(This graph only pertains to Plan B)

- C. Cafeteria Plan/Flexible Spending Accounts:
The Employer provides employees the opportunity to participate in the Cafeteria Plan/Flexible Spending Accounts to pay for certain eligible expenses on a pre-tax basis.
- D. Life/AD & D Insurance:
The Employer provides group term life and accidental death & dismemberment (AD & D) insurance coverage at no cost to employees. Full time employee's benefit will be \$35,000 and part-time employees will be \$15,000. Additional voluntary life and AD & D coverage may be eligible for purchase.
- E. Short Term Disability:
The Employer provides short term disability benefits coverage for income replacement should the employee become disabled and be unable to work. Short term disability

payments will be available only after the exhaustion of an employee's EIB bank. The amount of the income replacement will be 70% of the employee's weekly wages up to a maximum of \$300/week. Such benefit is payable up to a maximum of thirteen (13) weeks in accordance with the plan summary.

F. Retirement:

The Employer will maintain its current retirement benefit in the form of the CMH Money Purchase Pension Plan. In addition, it provides employees the opportunity to participate in the CMH 403(b) Plan.

G. Shower: A shower is available for use by staff.

ARTICLE 17 VOLUNTARY EMPLOYMENT TERMINATION

Employees covered by this Contract electing to resign or quit their employment shall give the Employer as much notice in advance of termination as possible but not less than two (2) weeks written notice and shall continue in the Employer's service during this two (2) week period with the exception that the employee may leave sooner when competent replacement can be made by the Employer. Any wage and PTO due the employee shall be paid the next pay day.

ARTICLE 18 RE-HIRE GUIDELINES

To provide consistent guidelines when re-hiring past employees who have left in good standing.

- A. Definition of Good Standing: "In good standing" is defined as an employee that voluntarily terminates by submitting a minimum of two-week notice of intent to terminate, by working all scheduled, posted shifts up to and during the two-week notice; and has complied with all contractual obligations and Employer policies of employment and termination.
- B. Wages: A past employee, in good standing, who reapplies and is re-hired within 365 days, will be compensated at their previous or closest step for wage purposes. The re-hired employee is not eligible for the end of probation wage increase since their starting wage already reflects this amount.
- C. Probationary Period: The re-hired employee is subject to the standard, contractual probationary period, as well as all other standard conditions of a new hire regarding insurance coverage(s) and seniority, per contractual agreement.

ARTICLE 19 CORRECTIVE ACTION, PROGRESSIVE DISCIPLINE AND INVOLUNTARY TERMINATION OF EMPLOYMENT

- A. Purpose: The Employer and the Union share the mutual desire to achieve optimal patient care and outcomes. Integral to achieving this goal is that all employees meet the established performance and behavioral expectations of her/his role(s). When it becomes necessary to address an employee's behavior and/or performance issue(s) through the disciplinary process, it will occur in a respectful, expeditious, timely manner, and at the lowest level of discipline to achieve the desired improvement.

- B. Coaching: Whenever possible, coaching shall be a continuing method for correcting problems so that formal disciplinary process need not occur. A corrective action plan may be developed to assist in correcting the behaviors during coaching.
- C. Formal Discipline:
1. Just cause: No employee shall be disciplined except for just cause.
 2. Normal Steps: The steps of progressive discipline are defined as:
 - Verbal warning
 - Written warning
 - Suspension
 - Termination
 3. Deviation from Normal Steps: The Employer will follow the steps of progressive discipline, except in cases where immediate written warning, suspension or termination is appropriate.
- D. Investigation: Prior to disciplinary action, a full and fair investigation will occur including a meeting with the employee(s) involved. The Employer will consider all information and variables prior to making a determination or taking action.
1. Suspension During Investigation: If it is necessary to relieve the employee of her/his duties to investigate a potential disciplinary matter, the employee's normal pay will be continued during such an investigatory suspension.
 2. Right to Representation: An employee participating in an investigatory meeting that reasonably could lead to disciplinary action shall be advised in advance, as appropriate for each situation, of such meeting and its purpose. The employee shall have the right and responsibility to request and be granted Union representation during such meeting.
- E. Disciplinary Action:
1. Notice to Employee: The Employer shall clearly identify the reason(s) for the disciplinary action, describe the performance or behavior expectations and will jointly develop with the employee a corrective action plan to meet those expectations.
 2. Verbal Warning: If a verbal warning is given, it shall be confirmed in writing and identified as disciplinary action. A copy shall be given to the employee and placed in the personnel file.
 3. Written Suspension or Termination: A written warning, suspension or involuntary termination shall be confirmed in writing and identified as disciplinary action. Copies shall be provided to the employee, the Union, and the personnel file.
 4. Employee's Right to Respond: The employee has the right to make a written response to any disciplinary action, and the response will be maintained by the Employer, along with a copy of the warning.
- F. Past Record: Disciplinary action shall be disregarded and sealed; given no weight after twenty-four (24) months of the incident if there are no further like incidents. It is the responsibility of the employee to contact Human Resources and request in writing the past incident(s) to be sealed when the time period has passed.

Warnings and other documents may be sealed prior to twenty-four (24) months by mutual agreement between the Employer and the Union. In no case will a sealed document be used in future discipline or in arbitration proceedings.

- G. Right to Review Personnel File: In accordance with MN statute, an employee shall be entitled to inspect and/or receive a copy of her/his personnel file maintained by the Employer.
- H. Right to PTO: If the Employer terminates an employee as noted above, the employee will be paid earned and unused paid time off.

ARTICLE 20 GRIEVANCE AND ARBITRATION

- A. Purpose: The Union and Employer desire that each employee have a means by which grievances may be given timely, fair, and continued consideration until resolved. The grievance procedure is intended to be conducted utilizing a collaborative problem solving approach in a non-adversarial environment. The Employer and Union agree to include the appropriate decision-makers during each step of the process. In order to foster confidence in this procedure, the grievant shall not be subject to criticism, reprisal or discrimination for using the grievance procedure.
- B. Definition: A grievance shall be defined as any difference of opinion between the Employer and Union arising over the interpretation of and/or the adherence to the terms and provisions of this Agreement, and/or a binding past practice.
- C. Procedure: A grievance may be initiated by an employee, the Union on behalf of an employee or employees, or the Employer. Should a grievance arise, an earnest effort shall be made to settle such grievance promptly, at the earliest possible step, in the following manner:
 - Step 1: The grievant will informally discuss the grievance with her/his supervisor/department head. Throughout each step, including Step 1, the employee may request the presence of a representative of the Union.
 - Step 2: If the grievance is not resolved from the Step 1 informal discussion, it shall be submitted in writing, including the outcome of the Step 1 meeting, to the Human Resources Department within fifteen (15) calendar days after the date of occurrence. A grievance relating to pay shall be timely if received by the Employer within fifteen (15) calendar days after the pay day for the period during which the incident occurred.

Within fifteen (15) calendar days after submission of the written grievance to the Employer, a meeting to discuss the grievance shall be held among representatives of the Employer, representatives of the Union, and the grievant. The Employer and Union may include additional representation, if desired.

Within fifteen (15) calendar days following the Step 2 meeting, the Employer shall submit a written reply to the Union and the grievant.
 - Step 3: If the grievance is not resolved at Step 2, either party may submit the grievance to mediation as an alternate means to resolution. During the mediation process, the time limits in this Section shall be suspended. A Mediator from the Federal Mediation and Conciliation Service (FMCS) shall be used, unless the parties mutually agree to another source. No official records of the mediation sessions will be kept or distributed except that any agreement reached shall be reduced to writing. If agreement cannot be reached, the issue may be moved to Step 4. In

the Step 3 meeting, no discussions, actions, proposals, or anything said or done by either party or the mediator, either verbally or in writing, may be used in the arbitration process.

Step 4: If the grievance is not resolved in Step 3, either the Employer or Union may refer the matter to arbitration. The written request for arbitration must be received by the other party within fifteen (15) calendar days following receipt of the Step 2 response, or the inability to resolve the issue at Step 3.

- D. Arbitration: The arbitration request shall be to submit the grievance to an arbitrator. If the parties cannot mutually agree to a neutral arbitrator within five (5) calendar days of the request, the arbitrator will be selected from a list of seven (7) neutral arbitrators from the north east Minnesota region submitted by the FMCS. The decision of who shall strike the first listed arbitrator shall be determined by the toss of a coin.

The decision of the arbitrator will be final and binding upon the Union, the Employer and the employee(s). The decision shall be made within thirty (30) 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.

- E. Timelines: The established time limitations throughout the grievance process and the demand for arbitration shall be mandatory. Failure to follow said time limitations, except for the initial filing of the grievance, shall result in the grievance being moved to the next step. The time limitations may be extended by mutual written agreement of the Employer and Union.
- F. Time off for Meetings: The Employer agrees that the grievant(s) and a representative of the Union shall be excused from scheduled work time without loss of pay through Step 3. This time will be for the investigation and handling of controversies and grievances over the interpretation or adherence to the terms and provisions of the Agreement.
- G. Communications during Grievance: It is the responsibility of the Union to communicate with the grievant(s) throughout the grievance process. It is the responsibility of the Employer to provide written communication to the grievant(s) and the Union upon conclusion of the grievance.

ARTICLE 21 LABOR MANAGEMENT COMMITTEE

The Union and Company will form a Labor Management committee that will meet every three months, or as needed, upon request by either party. This committee will have four (4) members designated by the Union, the designated Union Representative, and an equal number of management members designated by the Company. Once the committee members have been determined, the parties agree to utilize Federal Mediation & Conciliation Services (FMCS) to conduct leadership and labor management committee training for the group members. The committee may discuss workplace issues that arise in the interim between contract negotiations, however; grievances shall not be discussed, nor does this committee have the authority to bargain any changes to the existing contract. The four (4) members designated by the Union will be paid their regular rate of pay by the Employer and they will be counted as hours worked. The parties will through consensus determine the times, date(s) and agenda for such meetings in advance.

The Union Representative may attend these meetings at his/her option after the committee has been trained by FMCS.

ARTICLE 22 PROHIBITION of STRIKES and LOCKOUTS

The Union agrees that during the terms of this Agreement there shall be no strikes (economic, unfair labor practice, or otherwise), picketing, stoppage or slowdowns of work by the Union or any of its members, and the Employer agrees that during the term of this Agreement there shall be no lockouts by the Employer.

ARTICLE 23 SEPARABILITY

It is hereby declared to be the intention of the parties to this Agreement that the section, paragraphs, sentences, clauses and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall violate a State or Federal Law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

The Employer and the Union agree that they shall meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no limitations on the parties during which they may negotiate.

ARTICLE 24 TERM OF AGREEMENT

This Contract shall become effective July 1, 2018, and shall continue in full force and effect from year to year thereafter, provided however, that upon one-hundred-twenty (120) days' notice given prior to the June 30, 2021, or prior to the first day of July in any calendar year thereafter, either party by such written notice serviced upon the other, may elect to terminate this Contract or to amend any or all of the provisions thereof which notice shall specify the provisions of the Contract to be amended, terminated or otherwise changed. Any changes or amendments to this Agreement shall be retroactive to the expiration date of the Contract. Upon receipt of such notice, both parties shall immediately meet to discuss the written request and negotiate any changes or alteration therein.

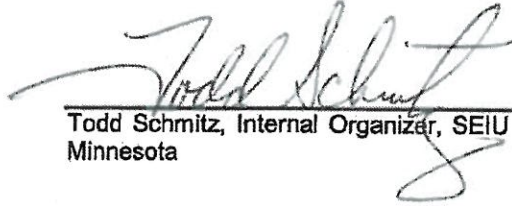
In WITNESS THEREOF, the parties have caused this instrument to be executed as of the day and year first above written.

**Community Memorial Hospital
Cloquet, Minnesota**

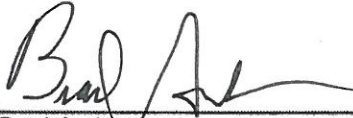
SEIU Healthcare MN



Richard Breuer
CEO/Administrator



Todd Schmitz, Internal Organizer, SEIU Healthcare
Minnesota

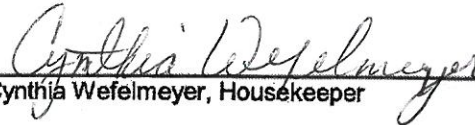


Brad Anderson
CFO/Senior VP of Support Services

Negotiating Committee:



Susan Grover, Dietary Aide



Cynthia Wefelmeyer, Housekeeper



Duane P. Van Dresar
Director of Human Resources



Jacob Krzoska, Nursing Assistant

**APPENDIX A
WAGE SCHEDULE**

7/1/2018 - 6/30/2019

Hours Paid	Hours Paid shown as Years (at FTE)	Life Engagement Aide	Housekeeper, Linen/Lab Aide		Dietary		Environmental Services Worker, Custodian, Materials Handler	Hospital N/A/R (choosing not to work in NH)	Nursing Home N/A/R, RSA, Unit Clerk, Phlebotomist
			Dietary Aide	Baker	Dietary Cook	Dietary Baker			
Starting Wage	Start	\$11.75	\$12.52	\$12.73	\$12.94	\$12.96	\$12.83	\$13.32	
Probation	90 days	\$12.39	\$12.75	\$13.14	\$13.50	\$13.53	\$13.29	\$13.93	
2,080 hours	1 year	\$14.17	\$14.79	\$15.10	\$15.38	\$15.43	\$15.18	\$15.87	
4,160 hours	2 years	\$15.16	\$15.75	\$16.19	\$16.63	\$16.46	\$16.38	\$17.13	
6,240 hours	3 years	\$15.78	\$16.44	\$16.84	\$17.26	\$17.13	\$16.79	\$17.59	
10,400 hours	5 years	\$16.17	\$16.83	\$17.23	\$17.61	\$17.45	\$17.30	\$18.17	
14,560 hours	7 years	\$16.51	\$17.17	\$17.56	\$17.96	\$17.81	\$17.67	\$18.53	
20,800 hours	10 years	\$16.79	\$17.46	\$17.85	\$18.26	\$18.18	\$17.95	\$18.82	
24,960 hours	12 years	\$17.01	\$17.69	\$18.10	\$18.49	\$18.40	\$18.17	\$19.06	
31,200 hours	15 years	\$17.26	\$17.93	\$18.35	\$18.74	\$18.66	\$18.41	\$19.31	
41,600 hours	20 years	\$17.40	\$18.12	\$18.51	\$18.89	\$18.81	\$18.57	\$19.49	
62,400 hours	30 years	\$17.59	\$18.29	\$18.70	\$19.08	\$18.98	\$18.77	\$19.67	

7/1/2019 - 6/30/2020

Hours Paid	Hours Paid shown as Years (at FTE)	Activities Aide	Housekeeper, Linen/Lab Aide Dietary Aide	Dietary Baker	Dietary Cook	Environmental Services Worker Custodian, Materials Handler	Hospital NA/R (choosing not to work in NH)	Nursing Home NA/R, RSA, Unit Clerk, Phlebotomist
Starting Wage	Start	\$11.99	\$12.77	\$12.98	\$13.20	\$13.22	\$13.09	\$13.59
Probation	90 days	\$12.64	\$13.01	\$13.40	\$13.77	\$13.80	\$13.56	\$14.21
2,080 hours	1 year	\$14.45	\$15.09	\$15.40	\$15.69	\$15.74	\$15.48	\$16.19
4,160 hours	2 years	\$15.46	\$16.06	\$16.51	\$16.96	\$16.79	\$16.71	\$17.47
6,240 hours	3 years	\$16.10	\$16.77	\$17.18	\$17.60	\$17.47	\$17.13	\$17.94
10,400 hours	5 years	\$16.49	\$17.17	\$17.57	\$17.96	\$17.80	\$17.65	\$18.53
14,560 hours	7 years	\$16.84	\$17.51	\$17.92	\$18.32	\$18.17	\$18.02	\$18.90
20,800 hours	10 years	\$17.13	\$17.81	\$18.21	\$18.62	\$18.54	\$18.31	\$19.20
24,960 hours	12 years	\$17.35	\$18.04	\$18.46	\$18.86	\$18.77	\$18.53	\$19.45
31,200 hours	15 years	\$17.60	\$18.29	\$18.72	\$19.11	\$19.03	\$18.78	\$19.70
41,600 hours	20 years	\$17.75	\$18.48	\$18.88	\$19.27	\$19.19	\$18.95	\$19.88
62,400 hours	30 years	\$17.94	\$18.65	\$19.07	\$19.47	\$19.36	\$19.14	\$20.06

7/1/2020 - 6/30/2021

Hours Paid	Hours Paid shown as Years (at FTE)	Life Engagement Aide	Housekeeper, Linen/Lab Aide Dietary Aide	Dietary Baker	Dietary Cook	Environmental Services Worker Custodian, Materials Handler	Hospital NA/R (choosing not to work in NH)	Nursing Home NA/R, RSA, Unit Clerk, Phlebotomist
Starting Wage	Start	\$12.23	\$13.03	\$13.24	\$13.46	\$13.48	\$13.35	\$13.86
Probation	90 days	\$12.89	\$13.27	\$13.67	\$14.05	\$14.08	\$13.83	\$14.49
2,080 hours	1 year	\$14.74	\$15.39	\$15.71	\$16.00	\$16.06	\$15.79	\$16.51
4,160 hours	2 years	\$15.77	\$16.38	\$16.84	\$17.30	\$17.13	\$17.04	\$17.82
6,240 hours	3 years	\$16.42	\$17.11	\$17.52	\$17.95	\$17.82	\$17.47	\$18.30
10,400 hours	5 years	\$16.82	\$17.51	\$17.92	\$18.32	\$18.16	\$18.00	\$18.90
14,560 hours	7 years	\$17.18	\$17.86	\$18.28	\$18.69	\$18.53	\$18.38	\$19.28
20,800 hours	10 years	\$17.47	\$18.17	\$18.57	\$18.99	\$18.91	\$18.68	\$19.58
24,960 hours	12 years	\$17.70	\$18.40	\$18.83	\$19.24	\$19.15	\$18.90	\$19.84
31,200 hours	15 years	\$17.95	\$18.66	\$19.09	\$19.49	\$19.41	\$19.16	\$20.09
41,600 hours	20 years	\$18.11	\$18.85	\$19.26	\$19.66	\$19.57	\$19.33	\$20.28
62,400 hours	30 years	\$18.30	\$19.02	\$19.45	\$19.86	\$19.75	\$19.52	\$20.46

APPENDIX B

Scheduling Holidays in the Housekeeping Department

The following scheduling system will be used in the Housekeeping Department for scheduling holidays designated in Article 15 K. An employee who is regularly scheduled to work on whatever day a holiday falls will be scheduled as usual, unless the employee requested the day off and the day off was granted by management.

Employees who would normally work that day of the week will be scheduled according to their department seniority, regardless of work area or status as a float.

If there are a reduced number of shifts to offer due to Low Census or low need on the holiday, the Low Census procedure outlined in Article 8 will be followed.

If more employees are needed than those for whom it is a regularly scheduled shift (due to requests off and PTO, etc.) the procedure for the extra hours sign up list will be followed according to Article 7, and those who signed up to work the holiday will be scheduled by seniority.

Any absences during the posted schedule with a holiday will first be replaced by employees who would have normally worked that day of the week, according to departmental seniority. Secondly, replacement will then be made according to the extra hours sign up list, according to departmental seniority.