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Location: **Minneapolis-St. Paul MN**

Union: **Minnesota's Health Care Union, SEIU**

Local: **113, Units I-III**

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COLLECTIVE BARGAINING AGREEMENT

between

GROUP HEALTH, INC.

and

MINNESOTA'S
HEALTH CARE UNION

SEIU, Local No. 113
UNITS I-III

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Effective
February 9, 2005
through
January 31, 2008

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AGREEMENT

This Agreement, made and entered into this 9th day of February, 2005, by and between GROUP HEALTH, INC., hereinafter referred to as the "Employer," and its successors and MINNESOTA'S HEALTH CARE UNION, SEIU, LOCAL NO. 113, hereinafter referred to as the "Union," and its successors.

ARTICLE 1 RECOGNITION

Article 1, Section 1. Definition. The Employer recognizes the Union as the sole and exclusive bargaining representative for separate bargaining units of: 1) all service and maintenance Employees; 2) all technical Employees; and 3) all office, staff and CareLine registered nurses employed by the Employer at all building locations and clinics in the Minneapolis/St. Paul seven (7) county metropolitan area, excluding physicians, optometrists, dentists, Employees in other collective bargaining units, managerial Employees, confidential Employees, guards, and Supervisors as defined in the National Labor Relations Act.

Article 1, Section 2. New Classifications. This Agreement shall apply to other classifications that may be established within the scope of the bargaining unit described in Section 1 above.

Article 1, Section 3. Union Exclusivity. The Employer agrees not to enter into any agreement or contract with its Employees (who are in the classifications herein noted), either individually or collectively, that conflicts with any of the provisions of this Agreement.

ARTICLE 2 LABOR MANAGEMENT COOPERATION

Article 2, Section 1. Purpose. The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship shall promote efficient performance that is in the interest of both the Employees and the Employer. To this end, it is recognized that matters other than formal grievances may arise that may be appropriate to discuss in a labor management meeting.

The Union and the Employer may mutually discuss modifications of the Collective Bargaining Agreement for the purposes of pilot projects/new joint ventures. Parameters, timeframes, implementation, and evaluations of these projects shall be established mutually.

Article 2, Section 2. Labor Management Committee. The parties agree to establish a joint committee for Work Assignments. The Employer and the Union agree to mutually discuss the definition of work assignments that do and do not result in the creation of a new position. Upon completion of such discussion, the Employer and the Union shall then mutually decide the appropriate manner to resolve this issue.

ARTICLE 3 **MANAGEMENT RIGHTS**

The Union recognizes that the Employer has the obligation of serving its members with the highest quality of medical care, efficiently and economically, and meeting medical emergencies. Except as specifically regulated by this Agreement, the Employer retains its rights, powers, and authority including, but not limited to the right to hire, layoff, promote, demote, transfer, discharge or discipline for cause, to make and require observance of reasonable clinic/location rules and regulations, direct the work force, and the right to determine the materials, means, staffing, and type of service to be provided.

ARTICLE 4 **UNION SECURITY**

Article 4, Section 1. There is a Collective Bargaining Agreement between Group Health, Inc., and Minnesota's Health Care Union, SEIU, Local No. 113 covering wages, hours, and other terms and conditions of employment. The Collective Bargaining Agreement provides that the Union is the sole representative for the classification of work for which Employees are hired. After completion of sixty (60) calendar days of employment, the Collective Bargaining Agreement provides the Employee with the following two (2) choices:

1. Employees may elect to become a Union member and participate fully in the affairs of the Union by paying an initiation fee and monthly dues.
2. Employees may choose not to become a Union member and pay a service fee and monthly fees. Employees shall not be able to attend membership meetings or participate in contract negotiations.

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 the Employee's check and sent to the Union.

Article 4, Section 2. All Employees covered by this Agreement, including temporary Employees, who are now or may hereafter become members of the Union, shall during the life of this Agreement, or any renewal thereof, remain members of the Union in good standing as a condition of employment, except as provided in Section 3. All new Employees who are not members of the Union shall, not later than the sixty-first (61st) calendar day following the commencement of this Agreement, or not later than the sixty-first (61st) calendar day following the commencement of employment, whichever is later, become and remain members of the Union in good standing during the life of this Agreement or any renewal thereof. "In good standing," for the purpose of this Agreement, is defined to mean the payment of a standard initiation fee and standard regular monthly dues. Any Union member who is delinquent in making the payments required herein for more than ten (10) calendar days shall be terminated by the Employer within three (3) calendar days of the Employer's receipt of the written notice.

Article 4, Section 3. Any Employee covered by this Agreement who elects not to become a Union member shall pay to the Union as a condition of continued employment a service fee and monthly fee. Such payments and obligations shall be under the same conditions as applied to Employees that join the Union.

Article 4, Section 4. Any Union member or Employee electing to pay the service fee and dues who is delinquent in making the payments required herein for more than ten (10) calendar days shall be terminated by the Employer within three (3) calendar days of the Employer's receipt of the written notice.

Article 4, Section 5. The Employer agrees to deduct Union dues and initiation fees or service fees and dues from the wages of Employees in the bargaining unit who voluntarily provide the Employer with a written authorization that is irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions shall be made by the Employer from the wages of the Employees during each calendar month and shall be transmitted to the Union by the tenth (10th) of each month. The Union shall submit a list of Employees from whose pay dues deductions shall be made not later than one (1) week prior to the first (1st) of each month. The Union shall hold the Employer harmless from any dispute with an Employee concerning the deduction made.

Article 4, Section 6. 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.

Article 4, Section 7. The Employer shall send the Union a monthly list of all new Employees, together with their address, classification, social security number, clinic/location, number of hours scheduled per pay period, hourly rate of pay, and date of hire; a monthly list of Employees who permanently changed their FTE or changed their classification and applicable date; a list each pay period of Employees with the number of hours worked that pay period; and a list of Employees who have begun or ended a leave of absence or terminated their employment with Group Health, Inc., and the applicable date.

ARTICLE 5 **UNION REPRESENTATION**

Article 5, Section 1. Steward Activity. The Employer recognizes the right of the Union and its business representative to designate stewards to handle official Union business. Stewards shall be required to handle most Union business outside of working hours. This does not restrict the stewards' activities during lunch or break periods. However, stewards may participate in disciplinary and grievance matters as necessary after appropriate notification to their immediate Supervisor.

Article 5, Section 2. Bulletin Boards. The Employer shall furnish the Union with adequate designated bulletin board space at all clinics/locations of the Employer for the purpose of posting official Union notices.

Article 5, Section 3. Business Representative Activity. The business representative of the Union shall be allowed to visit the premises of the Employer provided that the business representative notifies the Clinic/Location Manager. *Non-patient service areas and/or non-occupied patient service areas are to be used for these visits.*

Article 5, Section 4. List of Stewards. The Union shall furnish Human Resources with a listing of all stewards on a quarterly basis.

ARTICLE 6 **NON-DISCRIMINATION**

Article 6, Section 1. Policy. The parties to this Agreement agree to continue their policies of complying with all federal, state, and local laws with respect to non-discrimination against any Employee because of race, creed, religion, color, age, sex, marital status, handicap, veteran status, or national origin. The Employer and the Union shall not discriminate against any Employee because of political affiliation or Union activity.

Article 6, Section 2. Equal Employment Opportunity Policy. According to the Employer, its Equal Employment Opportunity Policy is in accordance with all applicable laws, directives, and regulations of federal and state governmental agencies.

Article 6, Section 3. Reasonable Accommodation. The Union and the Employer shall reasonably accommodate qualified disabled Employees consistent with the Minnesota Human Rights Act (MHRA) and the Americans with Disabilities Act (ADA).

ARTICLE 7 **SENIORITY**

Article 7, Section 1. Seniority Lists. Human Resources shall prepare a seniority list of all Employees covered by this Agreement specifying the Employee's name, most recent hiring date, job classification, clinic/location where assigned for his/her first position, and seniority hours. Such lists shall be prepared on a quarterly basis and shall be based on transactions occurring up to and through the pay period end date closest to December 1, March 1, June 1, and September 1. Such lists shall be furnished to the Union and stewards. This listing shall be posted at all clinics/locations for Employee review at the same time it is furnished quarterly to the Union.

In the event two (2) or more Employees have the same number of seniority hours, but different hiring dates, the seniority placement shall be determined by the Employee's hiring date. The Employee with the earliest hiring date shall be deemed the most senior. This shall be identified as such on the seniority list.

In the event two (2) or more Employees have the same hiring date and the same number of seniority hours, the seniority placement shall be determined by the last four digits of the Employee's Social Security Number. The Employee with the lowest four digit number shall be deemed the most senior. This shall be identified as such on the seniority list.

Article 7, Section 2. Definition. Seniority shall be defined as the Employee's total compensated (not including overtime) hours from the last date of hire within the bargaining unit for all Employees on a system-wide basis regardless of any changes in classification. All compensated holidays, vacation, sick leave, and workers compensation hours shall be computed as seniority hours. Voluntary leave status and involuntary leave status shall also be computed as seniority hours. In addition, if an Employee is scheduled for hours of work that do not include time for a rest period and/or a meal period, the hours worked during the rest period and/or meal period shall be computed as seniority hours if such time is compensated.

No employee shall accrue more than seventy-five (75) hours of seniority per pay period.

An Employee leaving the bargaining unit for a non-bargaining unit GHI position on or after February 19, 1999 shall have his/her seniority restored, excluding time spent outside of the bargaining unit, if he/she returns to the bargaining unit within six (6) months of leaving the bargaining unit. Such Employees shall not be able to use previously earned seniority until six (6) months after re-entering the bargaining unit.

Article 7, Section 3. Appeals. Employees should review the seniority list and verify the accuracy of the information on the seniority list. If the Employee believes there is a discrepancy in the hours accumulated since the previous list or identifies wrong name spellings, hire dates, etc., the Employee must notify Human Resources in writing within thirty (30) calendar days of the date of the posting of the seniority list. Human Resources shall notify the Employee in writing of the receipt of his/her written appeal. These questions shall be investigated and changes made when appropriate.

If the discrepancy in hours goes beyond the previous seniority list, Human Resources and/or the Union shall investigate and make changes when appropriate. In both cases, a new seniority list shall not be reposted until the upcoming seniority list is to be posted.

Article 7, Section 4. Loss of Seniority. An Employee shall lose seniority for the following reasons:

1. Voluntary quit or discharge for cause.
2. Laid off for more than twelve (12) months.
3. Retirement.

Article 7, Section 5. Vacation Preference. Vacation preference shall be based on seniority as outlined in Article 21.

ARTICLE 8
TEMPORARY EMPLOYEES, ON-CALL EMPLOYEES,
AND PART-TIME EMPLOYEES

Article 8, Section 1. Definition. A temporary Employee is hired as a replacement or for work designated at the time of hire for a limited period of time not to exceed six (6) months. However, a temporary Employee may be hired for a period to exceed six (6) months:

1. If the Employee is covering for a leave of absence that will last longer than six (6) months, but less than twelve (12) months. However, such temporary employment may exceed twelve (12) months if the Employee is covering for an Employee who because of exhaustion of sick leave prior to being placed on a medical leave of absence the Employee's total time away from work exceeds twelve (12) months; or
2. For the time period that the Employer is attempting to fill a vacancy.

Article 8, Section 2. Notification of End of Temporary Status. Prior to the close of the six (6) month period, the end of the leave of absence, if such leave exceeds six (6) months, or the filling of the vacancy, the Employee is to be notified that the position is to terminate.

Article 8, Section 3. Hiring into a Permanent Position. Temporary Employees who are hired by the Employer with no break in service shall have service credit for seniority, personal holiday, vacation, sick leave, longevity, and step movement retroactive to the original (temporary) date of hire.

Article 8, Section 4. On-Call Employees. An on-call Employee shall be considered to have voluntarily terminated if he/she does not work for two (2) months and has been called to work during this period, unless the Employee has made it known he/she shall be unavailable because of medical reasons for a period of time not to exceed six (6) months.

Article 8, Section 5. Part-Time Conversion. Part-time Employees who work thirty (30) hours or more for six (6) consecutive months, other than as a replacement for a leave of absence, shall be assigned a schedule reflecting the number of hours the Employee had been working during the previous consecutive six (6) months and shall receive appropriate benefits.

ARTICLE 9
VACANCIES AND FILLING OF POSITIONS

Article 9, Section 1. Care Unit/Work Unit Restructuring. The care unit/work unit has the ability to reassign work or restructure work within that care unit/work unit prior to posting a vacancy. Such reassignment or restructuring may include *changing days off, changing start and end times, and changing job responsibilities*. However, such reassignment or restructuring shall not change an Employee's FTE, except as provided in Section 4. Any reassignment or restructuring that would modify the Collective Bargaining Agreement shall be agreed to by the Union and Human Resources prior to it becoming effective. Such approval shall not be unreasonably denied by either party. If the care unit/work unit cannot agree to the method of reassignment or restructuring, it shall be accomplished pursuant to the provisions of the Collective Bargaining Agreement.

Article 9, Section 2. Permanent Vacancies. Whenever permanent vacancies occur, Employees currently in that job title within the department within the clinic/location shall have the ability to move into that vacant schedule provided the schedule change will not result in an increase or decrease of their FTE. The position shall be awarded to the most senior qualified Employee expressing interest.

If the vacancy is not filled above, the vacancy or the remaining vacancy shall be available electronically, if accessible, or posted at all clinics/locations for a period of three (3) working days (see Article 40, for filling of lead positions).

The posting for such vacancies shall contain the anticipated hours per pay period, department and clinic/location, anticipated days of work, hiring Supervisor's name, location and phone number, and a general description of the duties. In addition, if the vacancy requires specific qualifications, such qualifications shall be contained on the posting.

Permanent vacancies shall be reposted every two (2) months if filled by outside agency personnel until such vacancies have been filled.

Article 9, Section 3. Reasonable Accommodation. The Employer may reassign an Employee temporarily (for a period not to exceed six (6) months) to a vacant position outside of the posting and bidding procedures to accommodate an Employee's medical restrictions. Such restrictions must be provided by an appropriate physician and submitted to the Employer in writing. The Employer may request a second medical opinion with the medical practitioner to be selected by the Employer and the cost of the second opinion to be borne by the Employer.

Article 9, Section 4. Permanent Addition/Reduction in Hours. The permanent addition or reduction of hours not to exceed four (4) hours per week (five (5) hours per week for Employees working an extended hour schedule) shall be offered by seniority to Employees in a classification at the clinic/location where the hours are available without posting system-wide. The addition or reduction of such hours shall be voluntary on the part of the Employee.

Article 9, Section 5. Temporary Vacancies. Temporary vacancies that are to be filled and that are expected to exceed sixty (60) calendar days shall be posted at the clinic/location involved. (When filling temporary vacancies from within a clinic/location, where consistent with clinic/location operating needs, consideration shall be given to seniority of the Employees at the clinic/location.)

Temporary vacancies expected to last less than sixty (60) calendar days shall not be subject to the above posting procedure.

Article 9, Section 6. Forty (40) Hour Work Week. The Employer may post a position jointly as a thirty-seven and one-half (37.5) hour per week position and a forty (40) hour per week position when it is vacant and it shall be filled as described in this Article based on the successful bidder's preference for a thirty-seven and one-half (37.5) hour or a forty (40) hour per week position. If there are no qualified Employees bidding on the posted position, the Employer may recruit externally for the forty (40) hour per week position.

Article 9, Section 7. Reassignment. The Supervisor may temporarily reassign an Employee to another clinic/location within sixteen (16) miles of the Employee's clinic/location (Urgent Care Employees may be temporarily reassigned to any of the Urgent Care Centers and in Hospice, Employees may be temporarily reassigned to any location). The Supervisor may reassign Employees for up to ten (10) working days (a portion of one (1) day shall be considered one (1) working day) per calendar year.

The reassigned Employee shall work his/her regularly scheduled hours for that day unless the Employee and the Supervisor(s) mutually agree otherwise. Employees shall not be reassigned under this Section because of pre-arranged absences at the clinic/location to which the Employee is being reassigned.

The Supervisor shall request volunteers from among Employees in the same classification and department (e.g., the Pediatric Department at one (1) clinic to the Pediatric Department at another clinic) from which the reassignment is to be made. If one (1) or more Employees volunteer for the reassignment, the most senior qualified Employee shall be reassigned. If there are no volunteers and a Float Employee is working in the department from which the reassignment will occur that day, the Float Employee shall be reassigned. If there are no Float Employees to be reassigned and a temporary agency Employee is working in the department from which the reassignment will occur that day, the temporary agency Employee shall be reassigned, if practicable. If there are no Float Employees or no temporary Employees that can be reassigned, the least senior qualified Employee in the same classification and department (e.g., Pediatric Department to Pediatric Department) from which the reassignment is to be made shall be reassigned. If an Employee is reassigned, the Supervisor may not "backfill" that Employee's position for the duration of the reassignment. At the end of the reassignment, the Employee shall return to his/her former position.

In Hospice, the Supervisor shall request volunteers from among Employees in the same classification to be reassigned. If one or more Employees volunteer for the reassignment, the most senior qualified Employee shall be reassigned. If there are no volunteers, the least senior Employee who has capacity shall be reassigned.

Employees shall receive round trip mileage for the distance between the Employee's regularly assigned clinic/location and the temporarily assigned clinic/location.

Article 9, Section 8, Bids. Eligible Employees may bid on a posted vacancy by submitting a written form to the hiring Supervisor that must be received on or before the expiration date of the posting to receive consideration. Eligible Employees on a Leave of Absence or on the Recall List may submit a bid. It is not the Employer's responsibility to contact the Employee when positions are posted. Employees shall be notified of their recall rights pursuant to Article 11, Section 17.

Article 9, Section 9, Bid Board. At any time, Employees may file written requests with Human Resources for any job and location they desire. In completing the Bid Board application, Employees may only bid on up to five (5) locations. System float Employees may bid on all clinics/locations.

If an Employee indicates that he/she is not interested in a position, his/her name shall be removed from the Bid Board for that position. Every March and September, Employees' names shall be deleted from the Bid Board and Employees shall be notified that they will be required to renew their Bid Board application.

Article 9, Section 10. Bidding Restrictions. The Supervisor shall not accept the bid of an Employee if the Employee has bid on and been awarded a position in the same classification and benefit status (+37.5, +30, +15, -15, and on-call) within a one (1) year period. An Employee's movement to a different benefit status shall not be considered a bid for purposes of this Article. The Supervisor shall not accept the bid of Employees who have not successfully completed their probationary period, unless the position upon which the probationary Employee bid would otherwise be offered to an external applicant.

As an exception to the above, in the following situations, the Employee shall not be considered to be restricted from bidding:

- Employees who bid on and are awarded a position that would be a promotion.
- Employees who, because they have been informed that they will be affected by a permanent workforce reduction, bid on and are awarded a position in lieu of a permanent workforce reduction.
- Employees who, because they have been informed that they will be affected by the movement of a clinic, department, work unit, or subset of a work unit, bid on and are awarded a position in lieu of moving to a new location.
- Employees who bid on and are awarded the lead portion of a position in the Employee's current department.

The Supervisor is not required to accept an Employee's bid for a second or multiple positions with the Employer that puts the Employee in an overtime situation. When Employees bid on a second or multiple position that puts them in an overtime situation, they are required to inform the Supervisor that they hold another position with the Employer and the hours they work. For this Section only, the Employee shall not be considered to be in an overtime situation until the Employee has been compensated for over forty (40) hours in a week. However, an Employee is still eligible for overtime if he/she has been compensated more than seven and one-half (7.5) hours in a day or more than his/her regularly scheduled extended hour shift.

The Supervisor is not required to accept an Employee's bid if the Employee would not be able to start in the position within six (6) weeks of when the bid would be awarded unless the Supervisor and the Employee agree to a later start date.

Article 9, Section 11. Filling Vacancies. Vacancies shall be filled as follows:

- A. **Recall List.** The vacancy shall be filled from Employees on the Recall List (See Article 11, Section 17).
- B. **Bidders and Bid Board Applications in Same Classification.** If the vacancy is not filled from Employees in "A" above, selection of Employees shall next be made from among eligible bidders who submitted bids during the three (3) day posting period and eligible Bid Board applications in the same classification as the posted position pursuant to Section 12.
- C. **Bidders and Bid Board Applications in Different Classification.** If the vacancy is not filled from Employees in "B" above, selection of Employees shall next be made from among eligible bidders who submitted bids during the three (3) day posting period and eligible Bid Board applications in a classification different from the posted position pursuant to Section 12.

Article 9, Section 12. Awarding Positions. An Employee within the same classification shall be entitled to be awarded the position if he/she is qualified and has the necessary skills and training to successfully perform the duties of the new position. If more than one (1) Employee from that classification applies for the same position, the senior Employee shall be given preference, provided the necessary skills and training are equal. The Supervisor shall be the judge of the qualifications and competence of its Employees except that the Union may challenge any decision reached by the Supervisor.

Employees' seniority can only be used when bidding on positions within their own classification. An Employee bidding into another classification shall be awarded a position before external applicants, but only after consideration has been given to qualified applicants from within the classification.

Article 9, Section 13. Union Notification. The Union shall be notified by Human Resources of all positions filled pursuant to Section 11 with a list of Employees who requested the position and which Employee was awarded the position.

Article 9, Section 14. Employee Notification. All Employees who submitted a bid during the three (3) day posting period and all Employees who were interviewed for a position shall be notified by the Supervisor regarding their selection status.

Article 9, Section 15. Probationary Period.

- A. **Length of Probationary Period for Employees in a Benefit Status of Plus Nineteen (+19) or Greater.** The first ninety (90) calendar days of employment of any new Employee shall be a probationary period during which time the employment of such Employee may be terminated without recourse to the contractual grievance procedure. The probationary period may be extended for an additional thirty (30) calendar days with the mutual agreement of Human Resources and the Union. Such agreement shall be in writing with a copy maintained in the Employee's Human Resources Personnel File.

New graduates shall serve a one hundred twenty (120) calendar day probation, but such probationary period may not be extended.

- B. **Length of Probationary Period for Employees in a Benefit Status of Minus Nineteen (-19) or less.** The first one hundred eighty (180) calendar days of employment of any new Employee shall be a probationary period during which time the employment of such Employee may be terminated without recourse to the contractual grievance procedure. When an Employee has completed his/her probationary period, he/she shall be placed on the seniority list and seniority shall be retroactive to the date of hire.

- C. **Probationary Evaluation.** Prior to the end of the probationary period, the Employer shall conduct a performance evaluation of the Employee.

Article 9, Section 16. Trial Period. In the case of promotion or placement in a position in a different classification and/or work unit and/or clinic/location within the bargaining units, an Employee shall serve a forty-two (42) working day trial period. However, the trial period shall not exceed nine (9) months. The trial period may be extended by twenty-one (21) working days with the mutual agreement of Human Resources and the Union. Such agreement shall be in writing with a copy maintained in the Employee's Human Resources Personnel File.

If the Employee fails to qualify for his/her new position, he/she shall be returned to an open position in the same classification and same benefit status (+30, +19, -19) at the Employee's former clinic/location if such an open position remains or to an open position system-wide in the same classification and benefit status (+30, +19, -19) at the Employee's option without loss of his/her previous position's wage rate. If no opening exists, the Employee may choose to bump the least senior Employee in the same classification and FTE Range (as defined in Article 11, Section 4) as the Employee's former position in the system or be placed on layoff.

Article 9, Section 17. Newly Hired Employees. Newly hired Employees shall not be placed in a particular clinic/location that requires an involuntary transfer of a qualified Employee from that clinic/location to another clinic/location. The Employee to be involuntarily transferred shall be selected through the application of inverse seniority in the affected job classification. If such a transfer is deemed necessary, the Employer and the Union shall meet to discuss the matter.

ARTICLE 10 **MOVEMENT OF PROGRAMS**

Article 10, Section 1. Movement of Clinic/Location, Department, or Work Unit. When an entire clinic/location, department, or work unit moves to a new location, the Employees shall be required to transfer to the new location or they may exercise their seniority to bid on vacancies.

Article 10, Section 2. Movement of Subset of a Work Unit. If a subset of a work unit moves, the opportunity to move shall be offered by seniority within the work unit. If there are not enough volunteers, the least senior Employee(s) in that classification and work unit shall be assigned to the new clinic/location or he/she may exercise his/her seniority to bid on vacancies. However, agreement may be reached between the Union and the Employer that may affect seniority when operations of the clinic/location are affected adversely.

Article 10, Section 3. New Facilities. When new facilities open, seniority shall prevail. However, agreement may be reached between the Union and the Employer that may affect seniority when operations of a facility are affected adversely.

Article 10, Section 4. Union Notification. Human Resources shall notify the Union in advance of moving a clinic, department, work unit, or a subset of a work unit from one clinic/location to another.

ARTICLE 11 **PERMANENT WORKFORCE REDUCTION AND RECALL**

Article 11, Section 1. Definition. The Employer may reduce the hours of a position or eliminate a position if staff overages exist.

Article 11, Section 2. Labor Management Cooperation. When the Employer determines to close a clinic/location, the Employer shall notify the Union at least sixty (60) calendar days prior to the effective date of the closure. When the Employer determines to close a department, the Employer shall notify the Union at least thirty (30) calendar days prior to the effective date of the closure. During this notification period, Human Resources and the Union shall meet and confer to discuss the proposed closure.

Article 11, Section 3. Contract Modifications. The parties agree to meet and discuss potential modifications to this Article and shall implement any agreed-upon modifications.

Article 11, Section 4. FTE Range and Benefit Range. For purposes of this Article, "Full Time Equivalency Range" (FTE Range) shall be defined as follows:

<u>FTE Range</u>	<u>Weekly Hours</u>	<u>Full Time Equivalency</u>
1	40.0 - 36.0	1.07 - .96
2	35.9 - 30.0	.95 - .80
3	29.9 - 25.0	.79 - .67
4	24.9 - 19.0	.66 - .51
5	18.9 - 15.0	.50 - .40
6	14.9 - 10.0	.39 - .27
7	9.9 - 1.0	.26 - .01

For purposes of this Article, "Benefit Range" shall be defined as follows:

<u>Benefit Range</u>	<u>Weekly Hours</u>	<u>Full Time Equivalency</u>
1	40.0 - 30.0	1.07 - .80
2	29.9 - 19.0	.79 - .51
3	18.9 - 1.0	.50 - .01

Article 11, Section 5. Determination of Positions. The Employer shall determine the position(s) to be reduced in hours or eliminated in the classification, department within the clinic/location, and FTE, that is to be reduced in hours or eliminated. (See Sections 9 and 13 for the determination of receipt of the notice of a permanent workforce reduction.)

The Employer shall not reduce the hours of all Employees in a department or clinic/location unless the hours of operation of the department or clinic/location are reduced.

Article 11, Section 6. Notice to the Union. Human Resources shall notify the Union in writing of the position(s) to be reduced in hours or eliminated prior to or at the time of the notification to the Employee(s). Human Resources shall inform the Union of the reasons for the reduction in hours or the elimination of the position(s).

Article 11, Section 7. Reassignment within the Clinic/Location - Reduction in Hours. If the Employer determines to reduce the hours of a position and there is a vacancy in the clinic/location in the same classification and FTE Range equal to the reduction in hours as the position to be reduced in hours, the Employee with the least seniority in the same classification, department within the clinic/location, and FTE as the position to be reduced in hours if qualified shall be reassigned to the vacancy.

Article 11, Section 8. Volunteers for a Reduction in Hours. If the Employer has determined to reduce the hours of a position(s), it shall ask for volunteers in "1" and "2" below:

1. **Volunteers to Reduce Hours.** The Employer shall ask for volunteers within the same classification, department within the clinic/location, and FTE as the position to be reduced in hours to reduce his/her hours. The Employee's existing schedule and the schedule of the reduction in hours must coincide unless there is mutual agreement among the Employee, the Supervisor, and the Union.
2. **Volunteers to be Reassigned to Another Clinic/Location.** The Employer shall ask for volunteers within the same classification, department within the clinic/location, and FTE as the position to be reduced in hours to be reassigned to a vacancy in the same classification and FTE equal to the reduction in hours if such a vacancy exists. The Employee must be qualified for the vacancy and the acceptance of the vacancy shall not require the Employer to pay premium pay. The Employee's existing schedule and the schedule of the vacancy must coincide unless there is mutual agreement among the Employee, the Supervisor(s), and the Union.

The Employer shall post for two (2) calendar days or notify the applicable Employee(s) in the classification, department within the clinic/location, and FTE of the position(s) to be reduced in hours, the reduction in hours, and any applicable vacancies for eligible Employees to indicate that they wish to volunteer for the reduction in hours or the reassignment. When the two (2) calendar day requirement would be met on a Saturday, Sunday, or holiday, the expiration shall be at the end of the day following the weekend or holiday.

If there are more eligible volunteers than necessary, the most senior qualified Employee(s) in "1" and "2" above shall be awarded the option.

Article 11, Section 9. Notice to Employee of a Reduction in Hours of a Position. If a reduction in hours is to occur, the Employer shall provide a notice of such to the Employee with the least seniority in the same classification, department within the clinic/location, and FTE as the position to be reduced in hours at the same time as the Employer is asking for volunteers under Section 8. If an Employee is awarded the voluntary option under Section 8, the option notice to the least senior Employee under this Section shall be withdrawn.

The Supervisor shall meet with the Employee to notify him/her of his/her permanent workforce reduction options and shall arrange for a Union steward to be present at such notification meeting, if so desired by the Employee.

The options presented to the Employee shall include the hours of work, days of work, department, and clinic/location of the position(s). A copy of the letter presented to the Employee shall be sent to the Union.

The Employee must indicate in writing his/her selection of options to his/her Supervisor within three (3) calendar days of the notification. When the three (3) calendar day requirement would be met on a Saturday, Sunday, or holiday, the expiration date shall be at the end of the day following the weekend or holiday.

The Supervisor shall make a reasonable effort to inform the Employee within three (3) calendar days of the Employee's selection of option(s) which option is to be awarded and the tentative date of the implementation of the awarded option. When the three (3) calendar day requirement would be met on a Saturday, Sunday, or holiday, the expiration date shall be the day following the weekend or holiday. If the Supervisor is unable to inform the Employee within the three (3) calendar day period, the Employee and the Union shall be informed of such delay. In addition, if the tentative date given to the Employee cannot be effectuated, the Employee shall be informed of such and shall be provided with periodic updates.

The Employee shall have at least fourteen (14) calendar days (unless the giving of such notice would be unreasonable under the circumstances) after he/she is informed of his/her awarded option before he/she shall be required to have such option implemented. When the fourteen (14) calendar day requirement would be met on a Saturday, Sunday, or holiday, the expiration date shall be the day following the weekend or holiday. If the notice is less than fourteen (14) calendar days, the Employee shall receive a day's pay for each regular working day of notice that is less than fourteen (14) calendar days, unless the Supervisor and the Employee agree otherwise.

Article 11, Section 10. Procedure for the Reduction in Hours of a Position.

- A. The notified Employee if qualified shall be offered all existing vacancies in the same classification.
- B. If the notified Employee does not take a vacancy in "A," the notified Employee if qualified shall be offered all the following bump options in the clinic/location:
- Bump the least senior Employee in the same classification and FTE Range equal to the reduction.
 - Bump the least senior Employee in the same classification and Benefit Range equal to the reduction.
 - Bump the least senior Employee in the same classification and FTE Range as the full position.
 - Bump the least senior Employee in the same classification and Benefit Range as the full position.

It is not mandatory for an employee to select a bump option in the same Benefit Range.

- C. If no option in "B" exists or the notified Employee does not choose to bump in the Benefit Range, the notified Employee if qualified shall be reassigned to a vacancy in the same classification and FTE Range as the full position in the clinic/location.
- D. If no vacancy in "C" exists, the notified Employee if qualified shall be offered all the following vacancies that are sixteen (16) miles or less from the Employee's designated clinic/location:
- A vacancy in the same classification and FTE Range equal to the reduction.
 - A vacancy in the same classification and FTE Range as the full position.
- E. If no option in "D" exists, the notified Employee if qualified shall be offered all the following bump options that are sixteen (16) miles or less from the Employee's designated clinic/location:
- Bump the least senior Employee in the same classification and FTE Range equal to the reduction.
 - Bump the least senior Employee in the same classification and Benefit Range equal to the reduction.
 - Bump the least senior Employee in the same classification and FTE Range as the full position.
 - Bump the least senior Employee in the same classification and Benefit Range as the full position.

- F. If no option in "E" exists, the notified Employee if qualified shall be offered all the following vacancies in the system:
- A vacancy in the same classification and FTE Range equal to the reduction.
 - A vacancy in the same classification and FTE Range as the full position.
- G. If no option in "F" exists, the notified Employee if qualified shall be offered all the following bump options in the system:
- Bump the least senior Employee in the same classification and FTE Range equal to the reduction.
 - Bump the least senior Employee in the same classification and Benefit Range equal to the reduction.
 - Bump the least senior Employee in the same classification and FTE Range as the full position.
 - Bump the least senior Employee in the same classification and Benefit Range as the full position.
- H. If no option in "G" exists, the notified Employee if qualified shall be offered all the following vacancies in the system:
- A vacancy in the same classification and Benefit Range equal to the reduction.
 - A vacancy in the same classification and Benefit Range as the full position.
- I. If no option in "H" exists, the notified Employee if qualified shall be offered all the following bump options in the system:
- Bump the least senior Employee in the same classification and lower Benefit Range equal to the reduction.
 - Bump the least senior Employee in the same classification and higher Benefit Range equal to the reduction.
 - Bump the least senior Employee in the same classification and lower Benefit Range as the full position.
 - Bump the least senior Employee in the same classification and higher Benefit Range as the full position.
- J. If no option in "I" exists, the notified Employee shall be laid off.

At any point in the process, the notified Employee may choose to accept a vacancy or reduce the necessary hours in his/her current position. In addition, the notified Employee may accept layoff in lieu of the above options.

Options B, E, G, and I shall not be available to probationary Employees.

Article 11, Section 11. Reassignment Within the Clinic/Location – Elimination of a Position. If the Employer determines to eliminate a position and there is a vacancy within the clinic/location in the same classification and FTE Range as the position to be eliminated, the Employee with the least seniority in the same classification, department within the clinic/location, and FTE as the position to be eliminated if qualified shall be reassigned to the vacancy.

Article 11, Section 12. Volunteers for the Elimination of a Position. If the Employer has determined to eliminate a position(s), it shall ask for volunteers in "1" and "2" below:

1. **Volunteers to Accept Layoff.** The Employer shall ask for volunteers within the same classification, department within the clinic/location, and FTE as the position to be eliminated to accept a layoff.
2. **Volunteers to be Reassigned to Another Location.** The Employer shall ask for volunteers within the same classification, department within the clinic/location, and FTE as the position to be eliminated to be reassigned to a vacancy in the same classification and FTE as the position to be eliminated if such a vacancy exists. The Employee must be qualified for the vacancy.

The Employer shall post for two (2) calendar days or notify the applicable Employee(s) in the classification, department within the clinic/location, and FTE of the position(s) to be eliminated and any applicable vacancies for eligible Employees to indicate that they wish to volunteer for layoff or the reassignment. When the two (2) calendar day requirement would be met on a Saturday, Sunday, or holiday, the expiration date shall be at the end of the day following the weekend or holiday.

If there are more eligible volunteers than necessary, the most senior qualified Employee(s) in "1" and "2" above shall be awarded the option.

Article 11, Section 13. Notice to Employee of the Elimination of a Position. If an elimination of a position is to occur, the Employer shall provide a notice of such to the Employee with the least seniority in the same classification, department within the clinic/location, and FTE as the position to be eliminated at the same time as the Employer is asking for volunteers under Section 12. If an Employee is awarded the voluntary option under Section 12, the option notice to the least senior Employee under this Section shall be withdrawn.

The Supervisor shall meet with the Employee to notify him/her of his/her permanent workforce reduction options and shall arrange for a Union steward to be present at such notification meeting, if so desired by the Employee.

The options presented to the Employee shall include the hours of work, days of work, department, and clinic/location of the position(s). A copy of the letter presented to the Employee shall be sent to the Union.

The Employee must indicate in writing his/her selection of options to his/her Supervisor within three (3) calendar days of the notification. When the three (3) calendar day requirement would be met on a Saturday, Sunday, or holiday, the expiration date shall be at the end of the day following the weekend or holiday.

The Supervisor shall make a reasonable effort to inform the Employee within three (3) calendar days of the Employee's selection of option(s) which option is to be awarded and the tentative date of the implementation of the awarded option. When the three (3) calendar day requirement would be met on a Saturday, Sunday, or holiday, the expiration date shall be the day following the weekend or holiday. If the Supervisor is unable to inform the Employee within the three (3) calendar day period, the Employee and the Union shall be informed of such delay. In addition, if the tentative date given to the Employee cannot be effectuated, the Employee shall be informed of such and shall be provided with periodic updates.

The Employee shall have at least fourteen (14) calendar days (unless the giving of such notice would be unreasonable under the circumstances) after he/she is informed of his/her awarded option before he/she shall be required to have such option implemented. When the fourteen (14) calendar day requirement would be met on a Saturday, Sunday, or holiday, the expiration date shall be the day following the weekend or holiday. If the notice is less than fourteen (14) calendar days, the Employee shall receive a day's pay for each regular working day of notice that is less than fourteen (14) calendar days, unless the Supervisor and the Employee agree otherwise.

Article 11, Section 14. Procedure for the Elimination of a Position.

- A. The notified Employee if qualified shall be offered all existing vacancies in the same classification.
- B. If the notified Employee does not take a vacancy in "A," the notified Employee if qualified shall be offered all the following bump options in the clinic/location:
 - Bump the least senior Employee in the same classification and FTE Range as the position to be eliminated.
 - Bump the least senior Employee in the same classification and Benefit Range as the position to be eliminated.

It is not mandatory for an employee to select a bump option in the same Benefit Range.

- C. If no option in "B" exists or the notified Employee does not choose to bump in the Benefit Range, the notified Employee if qualified shall be reassigned to a vacancy in the same classification and FTE Range as the position to be eliminated that are sixteen (16) miles or less from the Employee's designated clinic/location.
- D. If no option in "C" exists, the notified Employee if qualified shall be offered all the following bump options that are sixteen (16) miles or less from the Employee's designated clinic/location:
- Bump the least senior Employee in the same classification and FTE Range as the position to be eliminated.
 - Bump the least senior Employee in the same classification and Benefit Range as the position to be eliminated.
- E. If no option in "D" exists, the notified Employee if qualified shall be assigned to a vacancy in the same classification and FTE Range as the position to be eliminated in the system.
- F. If no option in "E" exists, the notified Employee if qualified shall be offered all the following bump options in the system:
- Bump the least senior Employee in the same classification and FTE Range as the position to be eliminated.
 - Bump the least senior Employee in the same classification and Benefit Range as the position to be eliminated.
- G. If no option in "F" exists, the notified Employee if qualified shall be assigned to a vacancy in the same classification and Benefit Range as the position to be eliminated in the system.
- H. If no option in "G" exists, the notified Employee if qualified shall be offered all the following bump options in the system:
- Bump the least senior Employee in the same classification and lower Benefit Range as the position to be eliminated.
 - Bump the least senior Employee in the same classification and higher Benefit Range as the position to be eliminated.
- I. If no option in "H" exists, the notified Employee shall be laid off.

At any point in the process, the notified Employee may choose to accept a vacancy. In addition, the notified Employee may accept layoff in lieu of the above options.

Options B, D, F, and H shall not be available to probationary Employees.

Article 11, Section 15. Conditions for Bumping or Accepting Vacancies.

- A. The Employee exercising bumping rights must have greater seniority than the Employee who is being bumped.
- B. If more than one (1) Employee opts to accept a vacancy or bump an Employee, the Employee with the greater seniority shall have priority in exercising that option.
- C. Employees may only bump full positions (i.e., may not "break apart" positions).
- D. The Employee's existing schedule and the schedule of the vacancy or the bumped position must coincide unless there is mutual agreement among the Employee, the Supervisor(s), and the Union.
- E. The acceptance of the vacancy or bumping into a position shall not place the Employee in a position that would require the Employer to pay overtime or premium pay.
- F. An Employee may select more than one (1) vacancy in order to maintain his/her current or lower FTE Range or Benefit Range.
- G. Employees whose position is eliminated and who are placed on a Recall List prior to the completion of their probationary period shall be required to complete the probationary period upon return from the Recall List.
- H. An Employee may be retained out of seniority order if the Employee who has been notified of a permanent workforce reduction does not have the ability to perform the duties of the Employee(s) who would otherwise be bumped within a reasonable period of orientation not to exceed seventy-five (75) hours.
- I. When a vacancy (a permanent position that the Employer determines to fill) occurs during a permanent workforce reduction that has been identified as a vacancy that can be filled by an Employee who has received a notice of permanent workforce reduction, the vacancy shall not be posted and shall become an option for the Employee who has received the notice of permanent workforce reduction.
- J. If an Employee bids on a position who has received a notice of permanent workforce reduction, he/she shall have priority over any other bidders for the position until fourteen (14) calendar days prior to the effective date of the permanent workforce reduction. If the Employee is awarded a position, he/she shall no longer have priority bidding consideration.

- K. Employees who exercise a vacancy/bumping option (either "voluntary" or "involuntary") shall have a twenty-one (21) working day trial period. The Supervisor and the Union may mutually agree to extend the trial period. Employees not able to satisfactorily perform the job shall exercise vacancy/bumping rights one additional time. If the Employee fails to satisfactorily complete the trial period in the second position, the Employee shall not be allowed to exercise additional vacancy/bumping rights and shall be laid off.

Article 11, Section 16. Recall Lists.

1. Names of Employees who were laid off shall be placed on the Recall list for the same classification and Benefit Range as their original position for all clinics/locations.
2. Names of Employees who were reassigned to or accepted a vacancy or bumped into a position at another clinic/location who retained their same FTE Range shall be placed on the Recall List for the same classification and Benefit Range as their original position for their original clinic/location.

Names of Employees whose clinic/location closed shall be placed on the Recall List for the same classification and Benefit Range for clinics/locations that are sixteen (16) miles or less from their original clinic/location.

3. Names of Employees who were reassigned to or accepted a vacancy or bumped into a position and who had their FTE Range or Benefit Range reduced shall be placed on the Recall List for the same classification and FTE Range/Benefit Range as the reduction and the full position for their original clinic/location.

Names of Employees whose clinic/location closed shall be placed on the Recall List for the same classification and appropriate FTE Range/Benefit Range for clinics/locations that are sixteen (16) miles or less from their original clinic/location.

Names shall be retained on the Recall List for a period of twelve (12) months from the date of the permanent workforce reduction or the determination that an Employee does not have return rights from a medical or parenting leave.

Article 11, Section 17. Recall. Employees shall receive notice of recall in writing with the Union receiving a copy of the recall notice.

Recall shall be in the order of seniority with the most senior Employee being recalled to a vacancy for which he/she has indicated availability and for which he/she is qualified, and if applicable, for a vacancy in which the Employee's existing schedule and the schedule of the vacancy coincide, unless there is mutual agreement among the Employee, the Supervisor(s), and the Union.

Employees shall not have recall rights to:

1. A vacancy at the same clinic/location and in the same FTE Range/Benefit Range that the Employee is currently working as a result of the permanent workforce reduction.
2. A vacancy that would require the Employer to pay overtime or premium pay.

Recall shall continue in order of most senior to least senior until all Employees have been recalled.

Recalled Employees shall be given up to one (1) calendar week after receipt of notice of recall to declare whether or not they accept the recall and up to an additional two (2) calendar weeks to report to work. Employees unable to respond to recall because of a bona fide leave of absence shall remain on appropriate leave status and remain eligible for recall.

Article 11, Section 18. Additional Hours for Employees Laid Off or Reduced in Hours. Employees, who have been laid off or reduced in hours, including a reduction in hours within their original FTE Range, shall have preference for additional hours that become available at least forty-eight (48) hours in advance at their assigned clinic/location if they are qualified. In addition, such Employees may request to become on-call Employees at other clinics/locations, if they are qualified. Such Employees' names shall remain on the Recall List, if applicable, for the time period indicated above.

Article 11, Section 19. Removal from Recall List.

1. Employees who were laid off who are recalled to a permanent position in the same classification and Benefit Range as their original position and who decline the offer of recall shall lose all seniority rights and shall be terminated.

2. Employees who retained their FTE Range but were reassigned to or accepted a vacancy or bumped who are recalled to a permanent position in the same classification and Benefit Range as the Employee's original position and at the Employee's original clinic/location (or that are sixteen (16) miles or less from the Employee's original clinic/location if the clinic/location closed) and who decline the offer of recall shall be removed from the Recall List.
3. Employees whose position was reduced in FTE Range or Benefit Range and were reassigned to or accepted a vacancy or bumped to a clinic/location who are recalled to a permanent position in the same classification and FTE Range/Benefit Range as the reduction or the full position and at the Employee's original clinic (or that are sixteen (16) miles or less from the Employee's original clinic/location if the clinic/location closed) and, if applicable, the Employee's existing schedule and the schedule of the position coincide unless there is mutual agreement among the Employee, the Supervisor(s), and the Union who decline the offer of recall shall be removed from the Recall List.

Article 11, Section 20. Protected Group Status. The parties agree to meet to discuss the effect of a permanent workforce reduction on Employees who are in a protected group and for which the Employer is disparate.

Article 11, Section 21. Rights of Employees Who are Laid Off. Upon the request of an Employee who has been laid off, Human Resources shall provide the Employee with a list of resource guides for securing new employment and/or assistance in resume writing skills and interview skills.

ARTICLE 12 **SUBCONTRACTING**

Article 12, Section 1. Layoff. There shall be no subcontracting that will result in the layoff of any Employee on the payroll at the time of subcontracting.

The parties acknowledge that business needs may necessitate layoffs. These situations, as an example, would include:

1. Unavailability of qualified doctors, dentists, optometrists, and other providers because of job market conditions.

In instances where such layoffs are necessary, discussions shall first occur with Union representatives regarding the reason for such layoffs.

2. Where alternative care arrangements are necessary because of compelling cost considerations or patient needs, the parties shall meet to agree on ways to provide continued employment for those affected.

Article 12, Section 2. Short Term Help. Notwithstanding Section 1, when Employees are not available at either straight time or overtime, the Employer shall notify the Union on a monthly basis of all temporary Employees, stating their name, position, clinic/location/department, FTE, start date, reason for the temporary Employee, and the name and contact number of the Supervisor. The Employer may use short term outside help for a specified length of time agreed to by the Supervisor and the Union.

Article 12, Section 3. Subcontracted Work. The Union and the Employer agree that it may be beneficial to both parties to bring back work that in the past had been subcontracted. With that understanding, the parties agree to meet and possibly create new positions on a trial basis for a specified length of time to explore the impact on the Employer. These positions would be exempt from this Article, Section 1.

Article 12, Section 4. Cost Effectiveness. Human Resources and the Union may negotiate the making of the in-house provision of services as cost effective as subcontracting such services.

ARTICLE 13 **INVOLUNTARY LEAVE STATUS (ILS)**

Article 13, Section 1. Involuntary Leave Status Procedure. If the Supervisor does not reassign an Employee pursuant to Article 9, Section 7, the Supervisor may respond to short-term or daily staffing overages in a particular department.

In such instance, the Supervisor shall:

1. First seek volunteers, in the department, in the classification, to take off time. If there are no or an insufficient number of volunteers, seek volunteers in the clinic/location in the classification to take time off. If there are more volunteers than necessary, the most senior volunteer(s) shall be selected. Such Employee(s), at his/her option, may use vacation time, personal holiday, or voluntary leave status (VLS).
2. If there are no or an insufficient number of volunteers, the most senior volunteer or the least senior Employee(s) in the clinic in the classification who is working extra hours or hours not regularly scheduled that day shall be required to take off time or at his/her option shall use vacation time, personal holiday, or voluntary leave status (VLS) or involuntary leave status (ILS) as applicable. (See Section 4.)

3. If there are no or an insufficient number of Employee(s) in #2 above, the most senior volunteer or the least senior Employee in the clinic in the classification who is working that day shall be required to take off time or at his/her option shall use vacation time, personal holiday, or voluntary leave status (VLS) or involuntary leave status (ILS) as applicable. (See Section 4.)

Notwithstanding the above, for bargaining unit Employees who maintain a specific caseload or who have a specific provider schedule, the Supervisor may assign time off to such Employees based upon their caseload or schedule.

Article 13, Section 2. Use and Notice. Employees required to take involuntary leave status shall be given at least two (2) hours advance notice.

An Employee shall not be required to take involuntary leave status in increments of less than one-half (1/2) of his/her regularly scheduled shift for that day.

Article 13, Section 3. Reasons. Involuntary leave status shall not be invoked because of a provider's personal business, unplanned vacation with less than two (2) weeks notice, or unplanned medical education with less than two (2) weeks notice.

Article 13, Section 4. Amount of Time. A thirty-seven and one-half (37.5) hour per week Employee shall not be assigned more than seventy-five (75) hours of involuntary leave status in a twelve (12) month period and a forty (40) hour per week Employee shall not be assigned more than eighty (80) hours of involuntary leave status in a twelve (12) month period. For Employees working less than thirty-seven and one-half (37.5) hours per week, the maximum number of involuntary leave status hours to be assigned in a twelve (12) month period shall be pro-rated based on the Employee's FTE.

The twelve (12) month period shall begin on the first involuntary leave day assigned to the Employee. If the Supervisor has invoked an involuntary leave status situation, but an Employee chooses to use vacation time, personal holiday, or voluntary leave status in lieu of involuntary leave status, such time shall be counted as part of the Employee's maximum number of involuntary leave status hours allowed in a twelve (12) month period. However, an Employee and the Supervisor may agree to the use of involuntary leave status beyond the Employee's maximum amount of involuntary leave status hours and such status shall not affect seniority or benefits.

If the least senior Employee reaches his/her maximum number of hours of involuntary leave status in a twelve (12) month period, and additional short-term or daily staffing overages occur, the Employee may bump the least senior Employee in the same classification in the system who is working that day or with the agreement of the Supervisor may use additional involuntary leave status hours.

Article 13, Section 5. Benefits and Seniority. Involuntary leave status shall not affect benefits or seniority.

Article 13, Section 6. On-Call Staff. On-call Employees shall not be called in to work at a location within the area experiencing low-need staffing if qualified regularly scheduled Employees are losing their regular work hours that day.

ARTICLE 14 **VOLUNTARY LEAVE STATUS (VLS)**

With the Supervisor's approval, Employees shall be allowed to use seventy-five (75) hours of voluntary leave status in a twelve (12) month period without affecting benefits or seniority. The twelve (12) month period shall begin on the first (1st) voluntary leave day taken by the Employee. Voluntary leave status may be approved for the use of, but not limited to the following situations: staffing overages, inclement weather, and personal situations.

Another Employee's request for paid time off shall take preference over an Employee initiated request for voluntary leave status.

ARTICLE 15 **HOURS OF WORK**

Article 15, Section 1. Normal Work Week. The normal work week shall consist of thirty-seven and one-half (37.5) or forty (40) hours of work (consistent with Article 9, Section 6) within five (5) consecutive days in a seven (7) day period (except CareLine RNs, Urgent Care, and Hospice).

Article 15, Section 2. Modified Work Week/Extended Hour Work Day. An Employee and his/her Supervisor may agree to modify the Employee's standard work week as long as the work week does not exceed forty (40) hours and/or may agree to modify the Employee's standard work day as long as the work day does not exceed ten (10) hours in a day if such modifications do not increase or decrease the Employee's existing FTE. Other modifications to the Employee's work week or work day are subject to the approval of the Supervisor and the Union. The Supervisor may withdraw an Employee's modified work week or extended hour work day if such modifications do not increase or decrease the Employee's existing FTE upon giving the Employee a minimum of one (1) month notice if the Supervisor determines that continuity of care or business efficiency would be improved.

Article 15, Section 3. Forty (40) Hour Work Week. Employees interested in a forty (40) hour per week position may indicate such interest when submitting their "Bid Board" applications.

Employees working thirty-seven and one-half (37.5) hours per week may request to have their position converted to a forty (40) hour per week position and the Supervisor may, at his/her discretion, honor such a request if a more senior qualified Employee has not expressed interest in a forty (40) hour work week through the Bid Board process or after posting the increase in the work week schedule in the classification within the clinic/location.

Article 15, Section 4. Schedule Posting and Schedule Changes. Regular one (1) month work schedules, including the holiday schedule if applicable, shall be posted fourteen (14) calendar days in advance. The parties, however, recognize that patient needs and clinic/location coverage needs may necessitate other types of work schedules and occasional changes in posted work schedules. In the event that posted work schedules are to be changed by the Supervisor, affected Employees shall receive fourteen (14) calendar days written notice, except where patient care emergencies make such notice impossible.

Where schedule change(s) are necessary, the least senior qualified Employee(s) shall be changed.

Notwithstanding Section 5 and the above, the care unit/work unit has the ability to reassign work or restructure work within that care unit/work unit to implement a schedule change(s). The Employer, the Union, and Employees recognize that, in order to provide the services desirable to patients/members, their cooperation is needed to have schedules meet these service needs. Such reassignments or restructuring may include changing days off, changing start and end times, and changing job responsibilities. However, such reassignment or restructuring shall not change an Employee's FTE. Any reassignment or restructuring that would modify the Collective Bargaining Agreement shall be agreed to by the Union and Human Resources prior to it becoming effective. Such approval shall not be unreasonably denied by either party.

Article 15, Section 5. Establishment of Schedules. In the establishment of work week schedules, the Supervisor shall give preference to Employees in accordance with seniority.

Article 15, Section 6. Establishment of Evening/Weekend Hours.

Notwithstanding Section 5, the care unit/work unit has the ability to reassign work or restructure work within that care unit/work unit to implement evening (beyond 6:00 p.m.) and/or weekend hours. Such reassignment or restructuring may include changing days off, changing start and end times, and changing job responsibilities. However, such reassignment or restructuring shall not change an Employee's FTE. Any reassignment or restructuring that would modify the Collective Bargaining Agreement shall be agreed to by the Union and Human Resources prior to it becoming effective. Such approval shall not be unreasonably denied by either party.

If agreement regarding the method of reassignment or restructuring cannot be reached, it shall be accomplished as follows:

1. The Employer shall first ask for volunteers in the department to work the evening and/or weekend hour schedule.
2. If there are no or insufficient volunteers, the least senior Employee in the department shall be reassigned to work the full schedule that would include evenings (beyond 6:00 p.m.) and/or weekends. This Employee may switch schedules with the least senior Employee with the same FTE in the clinic provided that both Employees are qualified for the respective positions. Such schedule switch would be a permanent position for position change.

Article 15, Section 7. Float Employees.

- A. Float Employees shall not be scheduled to work more than two (2) weekends per month.

- B. If Employee(s) must be temporarily reassigned and a float Employee is working in the clinic, the float Employee if qualified shall be the Employee to be reassigned, regardless of seniority.

Article 15, Section 8. Relief Work. No Employee shall be required to relieve in a position or perform a function for which he/she is not qualified.

Article 15, Section 9. Assignment of Temporary Additional Hours. If temporary additional hours are available within the clinic/location, the hours shall be distributed as follows:

1. Offer to Employees who have been laid off or reduced in hours, pursuant to Article 11, Section 18. Should the most senior qualified Employee choose not to accept the additional hours, the next most senior qualified Employee shall be offered the additional hours.
2. If #1 is not applicable and/or there are no or insufficient Employees in #1 above, offer to the most senior qualified Employee permanently assigned to the clinic/location, including on-call Employees and float Employees "permanently assigned" to the clinic/location and for whom the additional hours would not require the payment of overtime. Should the most senior qualified Employee choose not to accept the additional hours, the next most senior qualified Employee shall be offered the additional hours.
3. If there are no or insufficient Employees in #2 above, the Supervisor may offer the additional hours to the most senior qualified float Employees not "permanently assigned" to the clinic/location, the most senior qualified on-call Employees not "permanently assigned" to the clinic/location or the most senior qualified Employees not "permanently assigned" to the clinic/location and for whom the additional hours would not require the payment of overtime. Should the most senior qualified Employee choose not to accept the additional hours, the next most senior qualified Employee shall be offered the additional hours.
4. If there are no or insufficient Employees in #3 above, offer to the most senior qualified Employee "permanently assigned" to the clinic/location and for whom the additional hours would require the payment of overtime. Should the most senior qualified Employee, including on-call Employees and float Employees "permanently assigned" to the clinic/location, choose not to accept the additional hours, the next most senior qualified Employee shall be offered the additional hours.

5. If there are no or insufficient Employees in #4 above, the Employer shall offer the additional hours to the most senior qualified float Employees not "permanently assigned" to the clinic/location, the most senior qualified on-call Employees not "permanently assigned" to the clinic/location or the most senior qualified Employees not "permanently assigned" to the clinic/location and for whom the additional hours would require the payment of overtime. Should the most senior qualified Employee choose not to accept the additional hours, the next most senior qualified Employee shall be offered the additional hours.
6. If there are no or insufficient Employees in #5 above, the Employer has the right to assign the additional hours to the least senior qualified Employee "permanently assigned" to the clinic/location, including float Employees "permanently assigned" to the clinic/location, except for Hospice. Hospice will utilize the mutually established "Daily Mandate List" or the "Mandate List for Evening/Night Call, Weekend, and Holiday."
7. Hospice staff assigned to additional hours shall have their name moved to the bottom of the "Daily Mandate List" or the "Mandate List for Evening/Night Call, Weekend, and Holiday," respectively.

The Employer shall not be required to interrupt work in progress.

Article 15, Section 10. Rest Periods. Employees shall receive a rest period of fifteen (15) minutes during each four (4) hour period of work, or major portion thereof. Employees who are assigned to positions of at least eight and one-half (8.5) hours per day shall receive a rest period of twenty (20) minutes for each one-half (1/2) of their shift or major portion thereof. Employees working a six (6) hour shift shall receive one (1) twenty (20) minute break per shift. Such rest periods shall be scheduled as nearly as practical during the middle of each shift, taking into consideration the primary concern of adequate department coverage. However, the scheduling of rest periods shall be flexible in order to maintain care team integrity and to provide consistent patient care.

If an Employee is denied time for a rest period, he/she shall receive, at the applicable rate, additional pay or time off in lieu thereof, provided the Employee has notified the Supervisor, if available. Time off is subject to the approval of the Supervisor.

Article 15, Section 11. Meal Periods. Each Employee scheduled to work a shift of more than six (6) continuous hours shall receive an unpaid meal period. The scheduling of meal periods shall be flexible in order to maintain care team integrity and to provide consistent patient care.

If an Employee is requested to stay in his/her clinic/location over the meal period, he/she shall be paid an on-call rate of sixty five percent (65%) of minimum wage for the time he/she is not working. Employees called back to work during the meal period shall be paid for time worked or receive an equal amount of time off within that week at the Employee's option. Time off shall be arranged by mutual agreement between the Supervisor and the Employee.

If an Employee is denied time for a meal period, he/she shall receive, at the applicable rate additional pay or time off in lieu thereof, provided the Employee has notified the Supervisor, if available. Time off is subject to the approval of the Supervisor.

Article 15, Section 12. Reporting Pay. Employees who report to work on a regularly scheduled day and are sent home because no work is available or are called in on a day off shall receive at least two (2) hours of work or two (2) hours of pay at their regular rate.

Article 15, Section 13. Split Shifts. There shall be no split shifts unless mutually agreed to by the Employee and the Supervisor.

Article 15, Section 14. Meetings. The Supervisor may schedule staff or other business meetings for a variety of reasons. Employees required to participate in such meetings shall be paid for such time and if the meetings are held during the Employee's lunch period up to one (1) additional hour at the straight time rate (outside of the regular work week) shall be paid.

Article 15, Section 15. Time Off Between Shifts. The number of hours between scheduled shifts shall not be less than ten (10) hours unless mutually agreed to by the Employee and the Supervisor.

ARTICLE 16 **OVERTIME**

Article 16, Section 1. Assignment of Additional Hours. The Employer is not obligated to grant an Employee hours that would require the Supervisor to pay an overtime premium if there are qualified Employees available to work at straight time.

Article 16, Section 2. Supervisory Approval. All overtime must be approved by the Employee's Supervisor or lead.

Article 16, Section 3. Overtime Payment. For purposes of overtime, an Employee must be compensated for a minimum of seven and one-half (7.5) hours in a day, or more than his/her regularly scheduled day if it exceeds seven and one-half (7.5) hours, or more than thirty-seven and one-half (37.5) hours a week, or more than forty (40) hours a week if the Employee's regularly scheduled work week is forty (40) hours. Overtime shall be paid at the rate of one and one-half (1.5) times the Employee's regular hourly rate or, at the option of the Employee, compensatory time pursuant to the Fair Labor Standards Act. *Compensatory time may be scheduled with approval from the appropriate Supervisor.*

A part-time Employee substituting for an extended hour Employee shall receive overtime only for time worked beyond the schedule of the extended hour Employee, unless by working the extended hour schedule, the Employee is compensated more than thirty-seven and one-half (37.5) hours per week.

Article 16, Section 4. Payment for Employees in Multiple Positions. For Employees who hold more than one position with the Employer, overtime and other shift premiums shall be paid based on which position the overtime (or other premium) is incurred. For example, an Employee who regularly works three (3) seven and one-half (7.5) hour shifts per week in a day clinic and also works two (2) seven and one-half (7.5) hour shifts per week in Urgent Care and who works extra hours in Urgent Care would be paid overtime on the shift in which the extra hours are worked in Urgent Care, even though the Employee may not have technically worked more than thirty-seven and one-half (37.5) hours per week at that point in the work week. The purpose of this is to have the cost of overtime and other premiums fall in the department or clinic/location where those extra hours are agreed to by a Supervisor in that unit. However, an Employee is still eligible for overtime if he/she has been compensated more than seven and one-half (7.5) hours in a day or more than his/her regularly scheduled extended hour shift.

Article 16, Section 5. No Pyramiding. There shall be no pyramiding of overtime.

ARTICLE 17 **CALL DUTY**

Article 17, Section 1. Definition. Employees required to provide services to patients by the Employer outside the hours of their regular schedule that is generally referred to as "call duty" shall be compensated as described in this Section.

Employees shall only be eligible for one (1) type of call pay at a time.

Article 17, Section 2. Types of Call Pay.

- A. **Availability Call.** Employees who are required to be available by phone for a period of not more than three (3) hours per day and available to report to work within thirty (30) to forty-five (45) minutes from the time they are called shall receive three dollars (\$3.00) per hour. If called into work, the Employee shall receive the applicable rate of pay, not to include availability call pay.
- B. **Court Availability Call.** Employees who have received an official subpoena to appear as a witness to provide information in their role as a Group Health, Inc. Employee, and as a result of this subpoena are required to be available to report to court on a day they are not scheduled to work shall receive three dollars (\$3.00) per hour for the hours they are required to be available to respond to such call. If actually called to court, the Employee shall receive the applicable rate of pay for the actual time spent in court, not to include court availability call pay.
- C. **Patient Care Call.** Employees who are required to respond to patient care calls by phone outside of their regular work schedule shall receive forty-five dollars (\$45) per shift for evening shifts (approximately 5 p.m. to 8 a.m.) Monday through Thursday and eighty dollars (\$80) for a twenty-four (24) hour weekend shift, including Friday evening, Saturday, Sunday, or a holiday.

The compensation is comprehensive, meaning that no other shift differential, consecutive shift differential, etc., shall be paid in addition to what is described here.

- D. **Dental Patient Care Call.** Dental Assistants who are required to respond to patient calls outside of their regular work schedule shall receive the following:

Monday-Thursday	5 p.m. to 7 a.m.	\$20.00
Friday	5 p.m. to 7 a.m.	\$50.00
Saturday, Sunday	5 p.m. to 7 a.m.	\$25.00
Saturday, Sunday	Noon to 7 a.m.	\$35.00
Saturday, Sunday	7 a.m. to 7 a.m.	\$50.00
Holiday		\$50.00

Dental Assistants who are called in to work during the time they are on-call have a guarantee of two (2) hours of work or two (2) hours of pay. The weekend differential (Saturday and Sunday), weekday evening/night differential, and the provisions of the Holiday Article shall also be applicable for any hours worked. If an Employee works a seventh (7th) consecutive day because of taking call, the Employee shall not receive double time.

Open hours for call duty shall be posted for five (5) calendar days in the first week of each month for the following month. Employees may voluntarily sign up for call duty and the Employer shall assign call duty from this list by seniority. If there are no volunteers, the call duty shall be assigned to the least senior Employee in the clinic where call duty is available. Call duty shall be clinic specific. Employees shall only be able to sign up for call duty at their clinic.

- E. Call Out. Employees who must provide care to a patient in the hospital, in the patient's home, or in some other appropriate site while the Employee is on-call shall be compensated at the appropriate rate of pay, either straight time or time and one-half (1.5), for the hours that such care is being provided to the patient and the time spent traveling to and from the site at which care is delivered.

The compensation is comprehensive, meaning that no other shift differential, consecutive shift differential, etc., shall be paid in addition to what is described here.

F. Hospice.

1. Availability for Call.

The Hospice RN taking call shall be available to receive calls from 5 p.m. to 8 a.m. (this equates to one shift) Monday through Sunday. Employees who work evening and night call shall be required to work (or be available) for seven (7) shifts per four (4) weeks. There shall be no penalty if Employees are not scheduled for seven (7) shifts.

2. Base Pay and Benefits.

a) Patient Care Call.

Base pay for Monday through Sunday shifts shall be five (5) hours of vacation credit OR five (5) hours compensated straight time per fifteen (15) hours of call at the option of the Employee.

Base pay for holiday shifts shall be seven and one half (7.5) hours of vacation credit OR seven and one half (7.5) hours compensated straight time per fifteen (15) hours of call at the option of the Employee.

Employees who are not regularly scheduled for call, but who serve as back up for call and who take call shall receive the same payment choices as outlined above.

b) Visit Pay.

Visit pay shall be paid at the Employee's straight time hourly rate unless the hours called out cause the employee to exceed seven and one-half (7.5) hours per shift or their extended hour work day. Employees shall receive one and one-half (1.5) times their straight time hourly rate for hours called out which exceed seven and one-half (7.5) hours per day or their extended hour work day or thirty-seven and one-half (37.5) hours in a week.

c) No Shift Differential.

No shift differential shall be paid to Employees working this call schedule.

d) No Sixth (6th) and Seventh (7th) Shift Differential.

No sixth (6th) and seventh (7th) shift differential shall be paid to Employees working this call schedule.

e) Holiday Call Out.

Employees who are called out on holidays shall receive two (2) times their straight time hourly rate for such hours, in addition to overtime, if applicable. (See Article 20)

f) Plus Fifteen (+15) Employees.

If an Employee in the call rotation accepts a plus fifteen (+15) position, the Employee shall continue to receive call pay as provided above.

3. Coverage While Filling of Positions and Planned/Unplanned Absences.

If it becomes necessary to fill one or more of the on-call positions or fill a planned or unplanned absence, the following procedure shall apply utilizing the mutually established "Mandate List for Evening/Night Call, Weekend, and Holiday." This list is posted, updated regularly and accessible to all Hospice staff:

- a) Offer to volunteers from among qualified Hospice RNs who are normally in the call rotation. The most senior qualified volunteer shall be selected and his/her name shall be moved to the bottom of the "Mandate List for Evening/Night Call, Weekend, and Holiday."
- b) If there are no qualified or insufficient volunteers from Hospice RNs who are normally in the call rotation, the Employer shall seek volunteers from among qualified Hospice RNs who are not normally in the call rotation. The most senior qualified volunteer shall be selected and his/her name shall be moved to the bottom of the "Mandate List for Evening/Night Call, Weekend, and Holiday."
- c) If there are no qualified or insufficient volunteers, coverage shall be assigned to the qualified Hospice RN at the top of the "Mandate List for Evening/Night Call, Weekend, and Holiday" and his/her name shall be moved to the bottom of the list.
- d) Hospice RNs who have a minus fifteen (-15) or on-call benefit status position are not required to be included in this process, but may volunteer if qualified.
- e) Hospice RNs who are not normally in the call rotation must have been employed for a minimum of three (3) months and/or have worked three hundred and fifty (350) hours before being required to take a call shift. New Hospice RNs are added to the bottom of the "Mandate List for Evening/Night Call, Weekend, and Holiday" once sufficiently trained.

All Hospice RNs in a benefit status of plus fifteen (+15) or more shall be required to take call shifts after five (5) months of employment regardless of hours worked.

- f) Necessary holiday work coverage shall consist of qualified Hospice RNs who are normally in the call rotation. If a Hospice RN normally in the call rotation has been required to work one-half (1/2) of the designated holidays, the remaining holidays shall be assigned based on the "Mandate List for Evening/Night Call, Weekend, and Holiday." Hospice RNs (regardless if normally in the call rotation or not) shall not be required to work more than one-half (1/2) of the designated holidays and shall not be required to work both Christmas Eve and Christmas Day. Voluntarily working a holiday shall count toward the working of required holidays.
- g) This procedure shall be used for planned and unplanned absences.

ARTICLE 18 **WAGE RATES**

Article 18, Section 1. Salary Ranges. The rates of pay shall be shown in Appendix A attached hereto and made a part hereof.

Employees shall be hired at not less than the start rate/step one rate for the appropriate classification in Appendix A.

Article 18, Section 2. Wage Adjustments.

Effective February 1, 2005, the salary range shall be increased by three percent (3%). Employees shall receive a three percent (3%) wage increase adjustment to their current rate.

Effective February 1, 2006, the salary range shall be increased by three percent (3%). Employees shall receive a three percent (3%) wage increase adjustment to their current rate.

Effective February 1, 2007, the salary range shall be increased by three percent (3%). Employees shall receive a three percent (3%) wage increase adjustment to their current rate.

Article 18, Section 3. Step Movement.

Full-time (thirty-seven and one-half hours per week or more), +30 (thirty hours or more per week but less than thirty-seven and one-half hours per week), and +19 (nineteen hours or more per week but less than thirty hours per week) Employees

An Employee's move to a new step on the salary range shall be effective at the beginning of the pay period closest to the Employee's anniversary date or next step increase. Employees hired at the start rate (Step 1) shall move to the six (6) month step (Step 2) of the salary range after completing six (6) months of service and to the one (1) year step (Step 3) after an additional six (6) months of service and to the next step each twelve (12) months thereafter.

-19 (less than nineteen hours per week), +15 (fifteen hours or more per week but less than nineteen hours per week) Employees, and On-Call Employees

An Employee's move to a new step on the salary range shall be effective at the beginning of the pay period closest to the Employee's anniversary date or next step increase. Employees hired at the start rate (Step 1) shall move to the six (6) month step (Step 2) after the Employee has worked four hundred eighty-eight (488) hours and has completed at least six (6) months of service, but not greater than nine (9) months.

Such Employees shall move to the one (1) year step (Step 3) in a similar time frame. Employees shall progress to subsequent steps after the Employee has worked nine hundred seventy five (975) hours since the date of the last increase and has completed at least one (1) year of service, but not greater than eighteen (18) months.

Workers compensation hours shall be counted as hours worked for purposes of determining step movement.

If an Employee's anniversary date for purposes of his/her step increase changes for the next step increase, Human Resources shall notify the Employee, in writing, of the change.

When an Employee changes benefit status from plus fifteen (+15), minus nineteen (-19), or on-call to a plus nineteen (+19) or greater benefit status, the next increase date shall be determined by reviewing the date of the last step increase. If it was less than twelve (12) months from the date of the benefit status change, the next step increase shall occur at the start of the pay period twelve (12) months from the last step increase. If it is more than twelve (12) months since the last step increase, the Employee shall be moved to the next step at the time of the benefit status change.

When an Employee changes benefit status from plus nineteen (+19) or greater to a minus (-19) or lesser benefit status, the next increase date shall be determined by calculating the number of hours while in the first benefit status and adding these hours to the number of hours of the current benefit status. The Employee shall be moved to the next step after reaching the applicable hours or months of service.

Article 18. Section 4. Hiring Rate. The parties acknowledge that there may be circumstances where the Supervisor needs to hire Employees above the second (2nd) year (step 4) level on the salary range. Human Resources shall inform the Union and provide an explanation when this is necessary. There is no obligation on the part of Human Resources to reach agreement with the Union regarding such decisions.

Article 18. Section 5. Longevity.

A. **Full-time Employees**

Full-time Employees shall be eligible for a lump sum longevity payment based on length of service with the Employer as specified below:

<u>Completed Years of Service</u>	<u>Annual Longevity Payment</u>		
	<u>Effective</u> 2/01/05	<u>Effective</u> 2/01/06	<u>Effective</u> 2/01/07
10-14	\$1075.00	\$1075.00	\$1,125.00
15-19	\$1,325.00	\$1,325.00	\$1,375.00
20+	\$1,575.00	\$1,575.00	\$1,625.00

For full-time Employees, the longevity payment shall be received on the pay period immediately following the Employee's anniversary date.

B. **Part-time Employees**

Part-time Employees shall be eligible for the following longevity increases based on length of service with the Employer. This increase shall be added to their base hourly wage at the rates outlined below on the Employee's tenth (10th), fifteenth (15th), and twentieth (20th) year anniversary date. These longevity increments are considered a premium and are not a part of the Employee's base salary.

<u>Completed Years of Service</u>	<u>Annual Longevity Payment</u>		
	<u>Effective 2/01/05</u>	<u>Effective 2/01/06</u>	<u>Effective 2/01/07</u>
10-14	\$.55	\$.55	\$.58
15-19	\$.68	\$.68	\$.71
20+	\$.81	\$.81	\$.84

The amounts listed above are the total cents per hour for years of service and effective dates. For example, effective 2/01/05, Employees who have completed fifteen (15) through nineteen (19) years of employment with Group Health Inc., shall receive thirteen cents (\$.13) in addition to the existing fifty-five cents (\$.55) the Employee has been receiving for years ten (10) through fourteen (14) for a total longevity premium of sixty-eight cents (\$.68) per hour.

For part-time Employees, the longevity payment shall become effective on the Employee's anniversary date.

Part-time Employees who are receiving a longevity payment who move into a full-time position +30 (thirty hours or more per week but less than thirty-seven and one-half hours per week) or greater shall continue to receive their hourly longevity payment until they reach their anniversary date at which time they shall begin to receive the lump sum longevity payment on the pay period immediately following the Employee's anniversary date. Once Employees receive the lump sum longevity payment, the hourly longevity payment shall be removed from the Employee's pay.

Full-time +30 (thirty hours or more per week but less than thirty-seven and one-half hours per week) or greater Employees who move into a part-time position who have received the lump sum longevity payment based on their full-time status shall receive the appropriate cents per hour on the Employees' next anniversary date.

Article 18, Section 6. Work in A Higher Classification. An Employee assigned by the Supervisor to perform work in a higher classification for a full shift (seven and one-half (7.5) hours or for the scheduled shift if it exceeds seven and one-half (7.5) hours) shall be paid at the higher rate, provided the Employee actually performs the functions of the higher classification.

Article 18, Section 7. Movement Between Classifications. When an Employee changes from one classification to a higher paid classification, he/she shall receive the lowest rate of pay for the new classification or be placed on the closest step that represents an increase of at least twenty-five cents (\$.25) per hour to his/her current rate of pay.

Employees transferring or transferred to a lower paid classification shall be placed on the same year of service held in the higher paid classification.

Article 18, Section 8. New Classifications. If a new classification is established within the scope of the unit, or an existing classification requires a change, Human Resources shall notify the Union of such change and the parties shall negotiate an appropriate rate of compensation. Absent agreement, Human Resources shall establish the appropriate rate of compensation, subject to the right of the Union to grieve such rate pursuant to Article 34 of this Agreement.

Article 18, Section 9. Sixth (6th) and Seventh (7th) Shift Differential. Employees required to work the sixth (6th) consecutive shift shall receive one and one-half (1.5) times their regular rate. Employees working the seventh (7th) consecutive shift shall receive two (2) times their regular rate. Any consecutive shifts in excess of five (5) shall make the Employee eligible for the sixth (6th) or seventh (7th) shift differential. This is not confined to a pay period or work week. However, Employees working more than seven (7) consecutive shifts shall not be eligible for the sixth (6th) or seventh (7th) shift differential until they have worked more than five (5) consecutive shifts since last having been paid for a seventh (7th) consecutive shift. Shifts where an Employee has call duty are not included for purposes of determining eligibility for a consecutive shift differential except as provided in Article 17, Section 2(C). This does not limit overtime compensation if other provisions of the Collective Bargaining Agreement apply.

Employees who work in an area in which Employees are routinely scheduled for weekend work and who are scheduled sixth (6th) and seventh (7th) shifts in order to allow the Employee to have two (2) consecutive days off are not eligible for the differential above if such schedule was mutually agreed to by the Employee and his/her Supervisor. In addition, an Employee who volunteers to change his/her schedule or who bids on and voluntarily accepts a second (2nd) position that results in working sixth (6th) and seventh (7th) consecutive shifts is not eligible for the differential. This does not limit overtime compensation if other provisions of the Collective Bargaining Agreement apply.

Article 18, Section 10. Weekday Evening/Night Differential.

Non-Urgent Care/Non-CareLine Employees including Lab Assistants in Central Lab. Employees working Monday through Friday shall receive a differential of one dollar and fifty cents (\$1.50) per hour for all hours worked between 6:00 p.m. and 6:00 a.m.

Urgent Care Employees. Employees working Monday through Friday shall receive a differential of one dollar and fifty cents (\$1.50) per hour for all hours worked between 5:00 p.m. and 6:00 a.m.

CareLine RNs. Employees working the night shift (starting at 12:00 a.m. and ending at 8:00 a.m.) shall receive a differential of one dollar and fifty cents (\$1.50) per hour for all hours worked between 12:00 a.m. and 8:00 a.m.

Central Lab Employees (excluding Lab Assistants). Employees who work a minimum of a four (4) hour shift with the majority of work hours after 6:00 p.m. shall receive a differential of one dollar and fifty cents (\$1.50) per hour for all hours of their shift.

Employees who work Day Urgent Care hours are not eligible for the above differential unless they work the hours listed above.

In all cases, if a regular shift begins after 6:00 p.m. (5:00 p.m. for Urgent Care) and before 6:00 a.m. and the work hours extend beyond 6:00 a.m., the hours beyond 6:00 a.m. shall be paid at the differential rate.

The Employee is responsible to claim such differential pay on the timecard that the Employee submits.

Article 18, Section 11. Weekend Day Differential.

Non-Urgent Care/Non-CareLine Employees. Employees working Saturday or Sunday shall receive two dollars (\$2.00) per hour for all hours worked prior to 6:00 p.m.

Urgent Care Employees. Employees working Saturday or Sunday shall receive two dollars (\$2.00) per hour for all hours worked prior to 5:00 p.m.

Central Lab Employees. Employees working Saturday or Sunday shall receive two dollars (\$2.00) per hour for all hours worked prior to 6:00 p.m.

The Employee is responsible to claim such differential pay on the timecard that the Employee submits.

Article 18, Section 12. Weekend Evening/Night Differential.

Non-Urgent Care/Non-CareLine Employees including Lab Assistants in Central Lab. Employees working Saturday or Sunday shall receive two dollars and fifty cents (\$2.50) per hour for all hours worked beyond 6:00 p.m.

Urgent Care Employees. Employees working Saturday or Sunday shall receive two dollars and fifty cents (\$2.50) per hour for all hours worked beyond 5:00 p.m.

CareLine RNs. Employees working Saturday or Sunday on the night shift (starting at 12:00 a.m. and ending at 8:00 a.m.) shall receive a differential of two dollars and fifty cents (\$2.50) per hour for all hours worked between 12:00 a.m. and 8:00 a.m.

Central Lab Employees (excluding Lab Assistants). Employees who work a minimum of a four (4) hour shift with the majority of work hours after 6:00 p.m. shall receive two dollars and fifty cents (\$2.50) per hour on Saturday or Sunday for all hours of their shift.

Employees who work Day Urgent Care hours are not eligible for the above differential unless they work the hours listed above.

In all cases, if a regular shift begins after 6:00 p.m. (5:00 p.m. for Urgent Care) and before 6:00 a.m. and the work hours extend beyond 6:00 a.m., the hours beyond 6:00 a.m. shall be paid at the differential rate.

The Employee is responsible to claim such differential pay on the timecard that the Employee submits.

Article 18, Section 13. Bonus Shift Payment.

A. CareLine and Urgent Care

A CareLine and Urgent Care Employee who is regularly scheduled weekend shifts and works a weekend shift over and above his/her base employment agreement is eligible for a bonus of fifty dollars (\$50). For the majority of Employees, that employment agreement is every other weekend or those Employees working four (4) weekend shifts per month (e.g., every Sunday). For those working every third (3rd) weekend, one (1) additional weekend shift must be worked in that three (3) week rotation in order to be bonus eligible. All scheduled shifts must be worked in order to be eligible for the bonus.

Employees who are not regularly scheduled in Urgent Care and/or CareLine are not eligible for the bonus shift payment.

CareLine or Urgent Care Employees who are not regularly scheduled weekends or who are regularly scheduled less than every other weekend (Saturday and Sunday) or four (4) weekend shifts per month or every third (3rd) weekend (Saturday and Sunday) shall be bonus eligible after the fourth (4th) weekend shift worked in any four (4) week rotation.

Each shift must be a minimum of four (4) hours in order to qualify for a bonus.

Bonus shifts are either:

1. Shifts vacant at the time of posting the schedules; or
2. Shifts that become vacant after hours are posted.

To assign bonus shifts for CareLine and Urgent Care Employees:

1. Most senior Employee at straight time;
2. Most senior Employee at overtime;
3. Unscheduled shifts occurring within seven (7) days of the date to be worked shall be assigned on *first come basis*.

Shifts are not bonus eligible until they are identified on schedules with red lines. Tentative schedules posted in advance of contract requirements for posting schedules shall not be red-lined until fourteen (14) days before the month to be posted.

Employees working additional weekend shifts because of a personally arranged schedule exchange or replacement shall not receive the bonus for those shifts.

When hiring for on-call positions in Urgent Care and CareLine, inability to work shifts without creating a bonus shift liability shall be used in decisions regarding job bids.

Employees who have a regular schedule in one of the After Hours Care areas, CareLine or Urgent Care, and hold a second on-call position in the other After Hours Care area shall be eligible for bonus shifts based on their entire After Hours Care schedule. This does not apply to Employees who hold two separate regular schedules in both After Hours Care areas.

Sick time, holiday, vacation time, and personal holiday shall impact the bonus pay in the following ways:

1. If during the regular work schedule an Employee is on approved vacation or holiday time, he/she shall be bonus eligible for extra weekend schedules on the weekend he/she would normally be off.
2. If a bonus shift is worked on the weekend an Employee normally works, but had scheduled vacation or holiday time, those vacation or holiday hours shall be restored to the Employee's account for later use and the Employee shall be paid the bonus pay.

3. A bonus shall be paid if compensated or uncompensated sick time is used on a regular weekend shift and an additional weekend shift is worked.
4. If compensated or uncompensated sick time is used on a bonus shift, the bonus shall not be paid.
5. The Supervisor reserves the right to monitor sick time and shall deny bonus pay to any Employee with an abuse pattern.

B. Central Lab

A Central Lab Employee who works more than four (4) weekend shifts in any four week period is eligible for a bonus of fifty dollars (\$50). To be eligible for this bonus, weekend shifts must be in addition to the Employee's regular schedule. All scheduled shifts must be worked in order to be eligible for the bonus.

Each shift must be a minimum of four (4) hours in order to qualify for a bonus.

Bonus shifts are shifts that become available after the regular weekend rotation has been assigned.

To assign bonus shifts for Employees:

1. Most senior Employee at straight time;
2. Most senior Employee at overtime;
3. Unscheduled shifts occurring within seven (7) days of the date to be worked shall be assigned on first come basis.

Employees working additional weekend shifts because of a personally arranged schedule exchange or replacement shall not receive the bonus for those shifts.

When hiring for on-call positions in Central Lab, inability to work shifts without creating a bonus shift liability shall be used in decisions regarding job bids.

Sick time, holiday, vacation time, and personal holiday shall impact the bonus pay in the following ways:

1. A bonus shall be paid if compensated or uncompensated sick time is used on a scheduled weekend shift and an additional weekend shift is worked.
2. If compensated or uncompensated sick time is used on a bonus shift, the bonus shall not be paid.
3. The Supervisor reserves the right to monitor sick time and shall deny bonus pay to any Employee with an abuse pattern.

Article 18, Section 14. Radiologic Technologists. Effective February 1 of each year, full time (plus thirty and above) Radiologic Technologists performing mammography shall receive one thousand dollars (\$1,000) per year. Part-time Radiologic Technologists performing mammography shall receive five hundred dollars (\$500) per year. On-call Radiologic Technologists performing mammography shall receive five hundred dollars (\$500) per year. In order to receive this payment, Radiologic Technologists must have a current registration in mammography.

Article 18, Section 15. Regional and System Float Employees. Regional and System Float Employees (excluding Floats in the Dental Float Pool governed by a Letter of Understanding dated 10/05/99) shall receive two dollars (\$2.00) per hour over and above the base hourly wage for all hours worked.

Article 18, Section 16. Lead Pay. An Employee who is specifically assigned a lead function by the Supervisor to direct the work of other Employees in a work area or department for a day or more shall receive additional compensation at one dollar and forty cents (\$1.40) per hour for Lead I pay and two dollars (\$2.00) per hour for Lead II pay as set forth in Article 40. Employees who are acting in a lead capacity on a temporary basis of less than three (3) weeks shall receive lead pay for only actual hours worked in this capacity. Employees who have successfully bid into a permanent lead position shall receive lead pay for all compensated hours.

Article 18, Section 17. Rewards for Employees. Human Resources and the Union shall meet to discuss the possibility of developing methods to reward Employees for high performance (e.g., gift certificates, movie passes, etc.).

ARTICLE 19
PAYCHECKS, TIMECARDS, AND ERROR ADJUSTMENT

Article 19, Section 1. Paycheck Information. Employees shall be paid on a bi-weekly basis. The Employee's paycheck stub shall list the earnings for the pay period along with each and every deduction including sick leave, vacation, and personal holiday benefits.

Article 19, Section 2. Call Duty Codes. The Employer shall develop a payroll coding system to record availability call, pager call, patient care call, and call out hours.

Article 19, Section 3. New Technology. When the technology becomes available to the Employer, an Employee's paycheck stub shall list all monetary reimbursements (e.g., shift differential, holiday premium, holiday pay, funeral/bereavement pay, etc.).

Article 19, Section 4. Paycheck Error. An error in an Employee's paycheck that is ten percent (10 %) or greater of the Employee's net pay shall be corrected before the close of the work day on payday or the close of the day reported to the Employer. The Employee shall have the option of picking up the corrected check on non-paid time or at the request of the Employee, the Employer shall overnight deliver the corrected "live" check to the Employee's home. All other errors shall be corrected on the Employee's next regular paycheck.

Article 19, Section 5. Benefit Accrual Error. In the event an Employee has received an incorrect benefit accrual rate, it shall be handled in the following manner:

- A. If an Employee has accrued benefits in an amount lower than appropriate, the Employer shall correct the rate of accrual and the Employee shall receive the adjustment in benefits retroactive to the date the error occurred, but no more than two (2) years from the date of the error.
- B. If an Employee has accrued benefits in an amount higher than appropriate, the Employer shall correct the rate of accrual and the Employee shall reimburse the Employer the adjustment in benefits retroactive to the date the error occurred, but no more than two (2) years from the date of the error. The Employee shall return the additional accrual to the Employer over the same time period that the over-accrual occurred, unless the Supervisor and the Employee agree otherwise.

Article 19, Section 6. Wage Error. In the event an Employee has received an incorrect wage rate, it shall be handled in the following manner:

- A. If an underpayment of wages has occurred, the Employer shall correct the rate and the Employee shall be compensated for the underpayment of wages retroactive to the date the error occurred, but no more than two (2) years from the date of the error.
- B. If an overpayment of wages has occurred, the Employer shall correct the rate and the Employee shall reimburse the Employer for the overpayment of wages retroactive to the date the error occurred, but no more than two (2) years from the date of the error. The Employee shall reimburse the Employer on a mutually agreed upon payment schedule.

Article 19, Section 7. Paycheck Computation. An Employee shall be permitted to know on what basis his/her pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of his/her total take home pay.

Article 19, Section 8. Time Card Adjustments. An Employee shall receive an explanation of why adjustments were made to his/her time card by his/her Supervisor.

ARTICLE 20 **HOLIDAYS**

Article 20, Section 1. Observed Holidays. The following holidays or days designated as such shall be recognized as holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
July Fourth	1/2 day Christmas Eve
Labor Day	

Holidays occurring on Sunday shall be observed on the following Monday. Holidays occurring on Saturday shall be scheduled as mutually agreed to by the Employer and the Employee unless the Employer designates a substitute observance on a corporate-wide basis.

The second half of the working day prior to Christmas Day (Christmas Eve) shall be designated as a holiday for Employees scheduled to work day hours. For Employees who report to work at 4:30 p.m. or later, the full shift shall be designated as a holiday.

Article 20, Section 2. Personal Holidays.

A. Employees in a Benefit Status of Thirty (30) Hours or More per Week.

Employees in a benefit status of thirty seven and one-half (37.5) hours per week shall be granted thirty-four (34) hours personal holiday time with pay for their use each benefit year. Employees in a benefit status of other than thirty seven and one-half (37.5) hours per week, but in a benefit status of at least plus thirty (+30), shall receive a pro-ration of this amount. Newly hired Employees in a benefit status of thirty-seven and one-half (37.5) hours per week shall receive, at the time of their employment, seventeen (17) hours and an additional seventeen (17) hours shall be received at the completion of six (6) months of employment. Employees in a benefit status of other than thirty-seven and one-half (37.5) hours per week, but in a benefit status of at least plus thirty (+30) shall receive a pro-ration of this amount.

B. Accrual of Holiday/Personal Holiday Benefit for Employees in a Benefit Status of Fifteen (15) Hours or More per Week, but Less than Thirty (30) Hours per Week.

Employees shall accrue one (1) hour of holiday/personal holiday time for each twenty-three and six-tenths (23.6) hours compensated except for overtime, but including workers compensation hours. Employees shall not be permitted to accrue more than eighty-two and one-half (82.5) hours in this account. Once the Employee reaches this accrual maximum, he/she shall not accrue additional time in this account until such time as the accrual is reduced to less than this maximum.

Personal holidays shall be scheduled as mutually agreed to by the Employee and the Supervisor (see Article 21, Section 5).

In the event of termination after the first year of employment, the Employee shall receive unused allotted personal holiday time. Personal holiday time shall not be carried over from year to year.

Article 20, Section 3. Holiday Pay Eligibility. In order to be eligible for holiday pay as set forth in this Article, an Employee must have worked his/her regularly scheduled work day immediately preceding the holiday and his/her regularly scheduled work day immediately following the holiday, except where the Employee is off on paid time or upon request of the Supervisor furnishes satisfactory proof of illness excusing such absence.

In order to be eligible for the Christmas Eve holiday pay as set forth in this Article, the first half (1/2) of such day, if the Employee is scheduled, must be worked, compensated under other provisions of this Agreement, or off on unpaid time that has been previously approved by the Supervisor (excluding a leave of absence).

Article 20, Section 4, Easter. All Employees working on Easter shall be paid two (2) times their straight time hourly rate for every hour worked on that day.

Article 20, Section 5. Payment - Working the Full-Day Holiday.

- A. Modified Work Week/Extended Hour Employees in a benefit status of at least plus thirty (+30) shall receive a pro-ration of seven and one-half (7.5) hours of holiday pay based on their FTE at straight time, plus at the Employee's option shall be paid either: (a) two (2) times the hourly rate of pay for the hours worked on that day; or (b) straight time for the hours worked on that day plus the same number of hours worked on that day credited to his/her vacation account.
- B. Employees in a benefit status of forty (40) hours per week shall receive eight (8) hours of holiday pay at straight time, plus at the Employee's option shall be paid either: (a) two (2) times the hourly rate of pay for the hours worked on that day; or (b) straight time for the hours worked on that day plus the same number of hours worked on that day credited to his/her vacation account.
- C. Employees in a benefit status of thirty-seven and one-half (37.5) hours per week shall receive seven and one-half (7.5) hours of holiday pay at straight time, plus at the Employee's option shall be paid either: (a) two (2) times the hourly rate of pay for the hours worked on that day; or, (b) straight time for the hours worked on that day plus the same number of hours worked on that day credited to his/her vacation account.
- D. Employees in a benefit status of plus thirty (+30) shall receive a pro-ration of seven and one-half (7.5) hours of holiday pay based on their FTE at straight time, plus at the Employee's option shall be paid either: (a) two (2) times the hourly rate of pay for the hours worked on that day; or (b) straight time for the hours worked on that day plus the same number of hours worked on that day credited to his/her vacation account.
- E. Employees in a benefit status of plus fifteen (+15) shall be paid two (2) times the hourly rate for all hours worked on that day.
- F. Employees in a benefit status of minus fifteen (-15) and on-call Employees shall be paid two (2) times the hourly rate for all hours worked on that day.

Eligible Employees required to work on both the actual holiday and the day designated as such shall only receive straight time holiday pay for the designated holiday. However, such Employees shall also be paid either: (a) two (2) times the hourly rate of pay for the hours worked on that day; or (b) straight time for the hours worked on that day plus the same number of hours worked on that day credited to his/her vacation account for both the actual holiday and the day designated as such.

Article 20, Section 6. Payment - Working the Christmas Eve Day Holiday.

- A. Modified Work Week/Extended Hour Employees in a benefit status of at least plus thirty (+30) shall receive a pro-ration of four (4) hours of holiday pay based on their FTE at straight time, plus at the Employee's option shall be paid either: (a) two (2) times the hourly rate of pay for the hours worked on that day for one-half (1/2) of his/her scheduled shift; or (b) straight time for the hours worked on that day for one-half (1/2) of his/her scheduled shift plus the same number of hours worked on that day for one-half (1/2) of his/her scheduled shift credited to his/her vacation account.
- B. Employees in a benefit status of forty (40) hours per week shall receive four (4) hours of holiday pay at straight time plus, at the Employee's option shall be paid either: (a) two (2) times the hourly rate of pay for four (4) hours; or (b) straight time for four (4) hours plus four (4) hours credited to his/her vacation account.
- C. Employees in a benefit status of thirty-seven and one-half (37.5) hours per week shall receive four (4) hours of holiday pay at straight time plus, at the Employee's option shall be paid either: (a) two (2) times the hourly rate for four (4) hours; or (b) straight time for four (4) hours plus four (4) hours credited to his/her vacation account.
- D. Employees in a benefit status of plus thirty (+30) shall receive a pro-ration of four (4) hours of holiday pay based on their FTE at straight time, plus at the Employee's option shall be paid either: (a) two (2) times the hourly rate of pay for the hours worked on that day for one-half (1/2) of his/her scheduled shift; or (b) straight time for the hours worked on that day for one-half (1/2) of his/her scheduled shift plus the same number of hours worked on that day credited to his/her vacation account.
- E. Employees in a benefit status of plus fifteen (+15) shall be paid two (2) times the hourly rate for the hours worked on that day for one-half (1/2) of their scheduled shift.

- F. Employees in a benefit status of minus fifteen (-15) and on-call Employees shall be paid two (2) times the hourly rate for the hours worked on that day for one-half (1/2) of their scheduled shift.

Eligible Employees required to work on both the actual holiday and the day designated as such shall only receive holiday pay for the designated holiday. However, such Employees shall also be paid either: (a) two (2) times the hourly rate of pay for the hours worked on that day for one-half (1/2) of their scheduled shift or four (4) hours if applicable; or (b) straight time for the hours worked on that day for one-half (1/2) of their scheduled shift or four (4) hours if applicable plus the same number of hours credited to their vacation account for both the actual holiday and the day designated as such.

Article 20, Section 7, Payment - Not Working the Full-Day Holiday, but Would Have Been Regularly Scheduled to Work.

- A. Modified Work Week/Extended Hour Employees in a benefit status of at least plus thirty (+30) shall receive holiday pay for the normal number of hours they would have been scheduled to work that day at straight time.
- B. Employees in a benefit status of forty (40) hours per week shall receive eight (8) hours of holiday pay at straight time.
- C. Employees in a benefit status of thirty-seven and one-half (37.5) hours per week shall receive seven and one-half (7.5) hours of holiday pay at straight time.
- D. Employees in a benefit status of plus thirty (+30) shall receive holiday pay for the normal number of hours they would have been scheduled to work that day at straight time.
- E. Employees in a benefit status of plus fifteen (+15) may use time from their account in Section 2(B) in an amount equal to the normal number of hours they would have been scheduled to work that day at straight time.
- F. Employees in a benefit status of minus fifteen (-15) who cannot be scheduled shall receive holiday pay for the normal number of hours they would have been scheduled to work that day at straight time.
- G. Employees in a benefit status of on-call are not eligible.

Article 20, Section 8. Payment - Not Working the Christmas Eve Day Holiday, but Would Have Been Regularly Scheduled to Work.

- A. Modified Work Week/Extended Hour Employees in a benefit status of at least plus thirty (+30) shall receive holiday pay for one-half (1/2) of the normal number of hours they would have been scheduled to work that day at straight time.
- B. Employees in a benefit status of forty (40) hours per week shall receive four (4) hours of holiday pay at straight time.
- C. Employees in a benefit status of thirty-seven and one-half (37.5) hours per week shall receive four (4) hours of holiday pay at straight time.
- D. Employees in a benefit status of plus thirty (+30) shall receive holiday pay for one-half (1/2) of the normal number of hours they would have been scheduled to work that day at straight time.
- E. Employees in a benefit status of plus fifteen (+15) may use time from their account in Section 2(B) in an amount equal to one-half (1/2) of the normal number of hours they would have been scheduled to work that day at straight time.
- F. Employees in a benefit status of minus fifteen (-15) who cannot be scheduled shall receive holiday pay for one-half (1/2) of the normal number of hours they would have been scheduled to work that day at straight time.
- G. Employees in a benefit status of on-call are not eligible.

Article 20, Section 9. Payment - Not Working the Full-Day Holiday and Would Not Have Been Regularly Scheduled to Work.

- A. Modified Work Week/Extended Hour Employees in a benefit status of at least plus thirty (+30) shall receive a pro-ration of seven and one-half (7.5) hours based on their FTE credited to their vacation account.
- B. Employees in a benefit status of forty (40) hours per week shall receive eight (8) hours credited to their vacation account.
- C. Employees in a benefit status of thirty-seven and one-half (37.5) hours per week shall receive seven and one-half (7.5) hours credited to their vacation account.

- D. Employees in a benefit status of plus thirty (+30) shall receive a pro-ration of seven and one-half (7.5) hours based on their FTE credited to their vacation account.
- E. Employees in a benefit status of plus fifteen (+15) are not eligible.
- F. Employees in a benefit status of minus fifteen (-15) and on-call are not eligible.

Article 20, Section 10. Payment - Not Working the Christmas Eve Holiday and Would Not Have Been Regularly Scheduled to Work.

- A. Modified Work Week/Extended Hour Employees in a benefit status of at least plus thirty (+30) shall receive a pro-ration of four (4) hours based on their FTE credited to their vacation account.
- B. Employees in a benefit status of forty (40) hours per week shall receive four (4) hours credited to their vacation account.
- C. Employees in a benefit status of thirty-seven and one-half (37.5) hours per week shall receive four (4) hours credited to their vacation account.
- D. Employees in a benefit status of plus thirty (+30) shall receive a pro-ration of four (4) hours based on their FTE credited to their vacation account.
- E. Employees in a benefit status of plus fifteen (+15) are not eligible.
- F. Employees in a benefit status of minus fifteen (-15) and on-call are not eligible.

Article 20, Section 11. Holiday Clinic/Location Scheduling (Excluding Urgent Care and CareLine). Necessary holiday work coverage shall consist of qualified Employee(s) necessary to meet the needs and expectations of the patient and shall be scheduled as follows:

- A. Part-time Employees in a benefit status of minus fifteen (-15) within the clinic/location who would have been regularly scheduled to work that day.
- B. If there are no Employees in "A," the most senior volunteer in a benefit status of non minus fifteen (-15) within the clinic/location who would have been regularly scheduled to work that day.
- C. If there are no or insufficient volunteers in "B," the most senior volunteer within the clinic/location who would not have been regularly scheduled to work that day.

- D. If there are no or insufficient volunteers in "C," assign the least senior Employee(s) within the clinic/location who would have been regularly scheduled to work that day.
- E. If there are insufficient Employees in "D," assign the least senior Employee(s) within the clinic/location who would not have been regularly scheduled to work that day.

Notwithstanding the above, where an Employee is assigned to work on a one-to-one basis with a physician and the physician is working on the holiday, such Employee may be required to work on the holiday.

Article 20, Section 12. Holiday Urgent Care and CareLine Scheduling.

Necessary holiday work coverage shall consist of qualified Employee(s) necessary to meet the needs and expectations of the patient and shall be scheduled as follows:

- A. At each individual work site, most senior volunteers between: (a) Urgent Care or CareLine Employees respectively who would not be in an overtime status and who would have been regularly scheduled to work that day in Urgent Care or CareLine respectively; and (b) most senior volunteers in a benefit status of minus fifteen (-15) hours per week in the Department (i.e., Urgent Care only for nursing and both Urgent Care and non-Urgent Care for non-nursing, e.g., Laboratory, Pharmacy, Radiology) who would not be in an overtime status and who would have been regularly scheduled to work that day.
- B. If there are no or insufficient volunteers in "A," at each individual site, the most senior volunteers in Urgent Care or CareLine respectively who would not be in a overtime status and who would not have been regularly scheduled to work that day in Urgent Care or CareLine respectively.
- C. If there are no or insufficient volunteers in "B," at each individual site, most senior volunteers who would not be in an overtime status and who are not regularly scheduled in Urgent Care or CareLine respectively.
- D. If there are no or insufficient volunteers in "C," most senior volunteers in the system who would not be in an overtime status and who are not regularly scheduled in Urgent Care or CareLine respectively.
- E. If there are no or insufficient volunteers in "D," at each individual site, most senior volunteers between: (a) Urgent Care or CareLine Employees respectively; and (b) Non-Urgent Care or CareLine Employees who would be subject to overtime.

- F. If there are no or insufficient volunteers in "E," most senior volunteers between: (a) Urgent Care or CareLine Employees respectively; and (b) Non-Urgent Care or CareLine Employees respectively in the system who would be subject to overtime.
- G. If there are no or insufficient volunteers in "F," assign the least senior Employee at the individual site in Urgent Care or CareLine respectively who would have been regularly scheduled to work that day.
- H. If there are no or insufficient Employees in "G," assign the least senior Employee at that individual site in Urgent Care or CareLine respectively who would not have been regularly scheduled to work that day.

Article 20, Section 13. Required Holidays To Work. No Employee shall be required to work more than one-half (1/2) the designated holidays. In addition, Employees shall not be required to work both Christmas Eve and Christmas Day.

Article 20, Section 14. Holidays During Vacation. Holidays that occur during an Employee's vacation shall be paid as a holiday and shall not be charged as a vacation day.

ARTICLE 21 **VACATION**

Article 21, Section 1. Vacation Accrual. Employees in a benefit status of thirty-seven and one-half (37.5) hours per week shall earn vacation with pay based on a thirty-seven and one-half (37.5) hour week. Employees in a benefit status other than thirty-seven and one-half (37.5) hours per week, but in a benefit status of at least +30 (thirty hours or more per week but less than thirty-seven and one-half hours per week) or greater shall earn vacation based on the compensated hours they receive each pay period, including workers compensation hours. The accrual formula shall be an exact pro-ration of the schedule in Section 4. If an Employee is scheduled for hours of work that do not include time for a rest period and/or a meal period, the hours worked during the rest period and/or meal period shall be considered compensated hours if such time is compensated.

For Employees in a benefit status of plus fifteen (+15) or more, but less than a benefit status of plus thirty (+30), the Employee shall earn vacation with pay based on the number of years of service in a benefit status from his/her benefit date to his/her current benefit pay period as outlined below. Overtime and double time shall not be included in hours compensated for the purpose of computing this benefit. Workers compensation hours shall be counted as compensated hours.

1. For zero to five (0-5) years of service in a benefit status, the Employee shall accrue one (1) hour of vacation for each twenty-six (26) hours compensated.
2. For six to fifteen (6-15) years of service in a benefit status, the Employee shall accrue one (1) hour of vacation for each seventeen and one-half (17.5) hours compensated.
3. For more than fifteen (15) years of service in a benefit status, the Employee shall accrue one (1) hour of vacation for each thirteen (13) hours compensated.

Accruals are subject to the same limits established in the Vacation Maximum, Section 9.

Article 21, Section 2. Benefit Date. The vacation time earned shall be determined as of the Employee's benefit date. An Employee's benefit date is the date on which the Employee becomes eligible for time-off and insurance benefits. This date shall be adjusted for those periods of time that the Employee is ineligible for such benefits.

Article 21, Section 3. Waiting Period. During the first six (6) months of employment, an Employee shall earn vacation, but shall not be permitted to use vacation time until the completion of six (6) months of service. Employment in a non-benefit status shall also qualify as credit toward the six (6) month waiting period.

Article 21, Section 4. Accrual Rate. Vacation is earned based on each pay period worked and can be used as it is earned subject to the waiting period restriction and the provisions below.

Vacation days may be scheduled for use throughout the year as they are earned or based on anticipated earned vacation days subject to mutual agreement by the Supervisor and the Employee. Earned days must be available at the time the vacation days are taken.

Vacation Allotment Schedule

The Employee earns vacation with pay based on the following table that is based upon a thirty-seven and one-half (37.5) hour week.

<u>Years in Benefit Status</u>		<u>Annual Vacation Allotment</u>
Less than 1 year	10 days	(2.89 hours/pay period)
1-2 years	11 days	(3.18 hours/pay period)
2-3 years	12 days	(3.47 hours/pay period)
3-4 years	13 days	(3.75 hours/pay period)
4-5 years	14 days	(4.04 hours/pay period)
5-11 years	15 days	(4.33 hours/pay period)
11-12 years	16 days	(4.62 hours/pay period)
12-13 years	17 days	(4.91 hours/pay period)
13-14 years	18 days	(5.20 hours/pay period)
14-15 years	19 days	(5.49 hours/pay period)
15 or more years	20 days	(5.77 hours/pay period)

Article 21, Section 5. Granting Vacation.

i. Vacation Bidding.

- A. Between January 9 and February 1, Employees shall bid on vacation and personal holidays for the time period between April 1 and September 30. Employees may bid on time beyond September 30 if such requested time is consecutive and the first day of the requested time is on or before September 30. Vacation time and personal holiday time shall be considered together and treated equally.
- B. On or before February 15, the Supervisor shall distribute the vacation/personal holiday schedule for April 1 through September 30.
- C. For any vacation time during June, July, and August, Employees shall be entitled to only:
 - 1) two (2) Fridays per month; or
 - 2) two (2) Mondays per month; or
 - 3) one (1) Friday and one (1) Monday combination per month.

However, the above restriction shall apply to two (2) individual days or one (1) Friday and one (1) Monday combination and shall not apply to vacation selections that involve at least five (5) consecutive days.

It shall be the Employee's responsibility to adhere to the above requirements.

If, during the bidding process, an Employee bidding for vacation discovers that an Employee who has already completed his/her bidding has not been in compliance with these requirements, the Employee shall notify the Supervisor or designee before the end of the bidding process. The "extra" day(s) shall not be awarded to the Employee.

The above restriction is to be used during the initial bidding process. For additional Friday and/or Monday requests, refer to D of this Section.

- D. If there are additional Fridays and Mondays that were not originally bid on or were not awarded during the bidding process in "C," they shall be awarded by seniority according to the wait list.
- E. Between July 9 and August 1, Employees shall bid on vacation and personal holidays for the time period between October 1 and March 31. Employees may bid on time beyond March 31 if such requested time is consecutive and the first day of the requested time is on or before March 31. Vacation time and personal holiday time shall be considered together and treated equally.
- F. On or before August 15, the Supervisor shall distribute the vacation/personal holiday schedule for October 1 through March 31.

Employees shall indicate their vacation preference on a calendar, with the most senior Employee having first choice, the second most senior Employee having second choice, etc. The calendar shall be passed to the next Employee within the established timelines. Employees may also indicate on the calendar that they wish to be placed on a wait list. Employees may not change their vacation times once the calendar has moved to the next Employee.

- II. Short Term Vacation Requests. Employees who did not request all of their allocated vacation leave and personal holidays during the vacation/personal holiday bidding period may request short-term notice vacation/personal holiday. The Supervisor shall respond within one (1) week to Employee requests for leftover unscheduled vacation/personal holiday time.
- III. Staffing Requirements. In all cases, consideration having been given to the requirements of the working force, vacation shall be allocated in accordance with the Employee's request. In the event of conflicting requests, job classification seniority within the department by clinic/location shall govern. Leads shall be included in their respective job classification by seniority for vacation requests with the understanding that the clinic/location can limit the number of leads off at one time. Optical and Clinic Lab are granted by job classification within the system.

Employees shall not be required to use vacation at the same time as the primary physician or dentist with whom he/she works in order to maintain team-based care.

Article 21, Section 6. Vacation Scheduling for System Float Employees.

The vacation for system float Employees shall be granted as follows:

- A. Dental System Floats and Radiology System Floats. Vacation shall be granted based on classification seniority within the float pool.
- B. Optical System Floats. Vacation shall be granted based on classification seniority within the classification.
- C. Laboratory System Floats. Vacation shall be granted based on classification seniority within the home clinic/cost center.

Article 21, Section 7. Vacation Liquidation. Employees who terminate employment and have been employed for more than six (6) months shall receive earned, but untaken vacation. However, Employees who terminate employment with less than two (2) weeks notice shall not be eligible.

Article 21, Section 8. Vacation Use Upon Termination. An Employee shall not extend his/her termination date by using vacation (or other paid leave) after the last day worked.

Article 21, Section 9. Vacation Maximum.

- A. **Employees With a Benefit Date Before January 1, 1985.** Employees with a benefit date before January 1, 1985, shall be permitted to maintain a vacation balance up to the maximum amount of twice their annual entitlement plus their current vacation earnings. Those Employees who have earned more than this amount shall not lose any of their vacation time, but shall not be able to earn additional vacation time until their vacation balance has been reduced to their allowable maximum.
- B. **Employees With a Benefit Date On or After January 1, 1985.** Employees with a benefit date on or after January 1, 1985, shall be permitted to maintain a vacation balance up to a maximum of ten (10) days or two (2) working weeks plus their current vacation earnings. Those Employees who have earned more than this amount shall not lose any of their vacation time, but shall not be able to earn additional vacation until their vacation balance has been reduced to their allowable maximum.

Article 21, Section 10. Vacation Donation. An Employee may voluntarily donate a portion of his/her accrued vacation and/or personal holiday to financially assist an eligible Employee (either within or outside the bargaining unit) who has exhausted his/her applicable sick, vacation, and personal holiday benefits due to his/her extended disability or the extended disability of his/her family member.

ARTICLE 22
SICK LEAVE

Article 22, Section 1. Sick Leave Eligibility and Accrual. After completion of the probationary period, a new Employee in a benefit status of thirty-seven and one-half (37.5) hours per week shall be entitled to three and forty-seven one-hundredths (3.47) hours of sick leave for each pay period of the probationary period and shall be entitled to three and forty-seven one-hundredths (3.47) hours per pay period additional sick leave thereafter up to a maximum of ninety (90) hours per year. Employees in a benefit status other than thirty-seven and one-half (37.5) hours per week, but in a benefit status of at least +30 (thirty hours or more per week but less than thirty-seven and one-half hours per week) or greater shall receive an exact pro-ration of the sick leave benefit. Workers compensation hours shall be included in determining an Employee's benefit status for purposes of computing this benefit. If an Employee is scheduled for hours of work that do not include time for a rest period and/or a meal period, the hours worked during the rest period and/or meal period shall be considered compensated hours if such time is compensated. However, such time shall not exceed more than three and forty-seven one-hundredths (3.47) hours per pay period.

For Employees in a benefit status of +15 (fifteen or more hours per week but less than 30 hours per week) or more, but less than a benefit status of +30 (thirty hours or more per week but less than thirty-seven and one-half hours per week), the Employees shall accrue one (1) hour of sick leave for every twenty-two (22) hours compensated, including workers compensation hours. Overtime shall not be included in hours compensated for the purpose of computing this benefit. After completion of the probationary period, a new Employee shall be entitled to use his/her accumulated hours of sick leave and shall continue to earn sick leave on the basis of the above formula.

Unused sick leave hours shall be totally accumulative.

Article 22, Section 2. Sick Leave Use for Employee. Sick leave may be used when the Employee is unable to work due to his/her illness, injury, or disability.

Article 22, Section 3. Sick Leave Use for Other than Employee. An Employee in a benefit status of +30 (thirty hours or more per week but less than thirty-seven and one-half hours per week) or greater shall be granted up to ten (10) days or a maximum of eighty (80) hours of paid absence per calendar year, in total, due to illness or injury of an Employee's spouse or spousal equivalent or parent, where the Employee must be off work to attend to the needs of such relative. Time taken shall be deducted from the Employee's unused sick leave time. The Employee may be asked to furnish satisfactory proof of illness.

For Employees in a benefit status of +15 (fifteen or more hours per week but less than thirty hours per week) up to one-fourth (1/4) of the sick leave accrued in a calendar year can be used each calendar year for absences due to illness or injury of an Employee's spouse or spousal equivalent or parent, where the Employee must be off work to attend to the needs of such relative.

Employees shall have the ability to use accrued sick leave due to illness or injury of an Employee's dependent child. The dependent child must be an unmarried natural or legally adopted child, an unmarried grandchild who resides in the home of the Employee, or an unmarried step child who resides in the home of the Employee. Such child must also be under nineteen (19) years of age or under twenty-five (25) years of age if the child is still attending school full-time and is an eligible dependent of the Employee for tax purposes. A dependent who is beyond the limiting age who is physically or mentally disabled and a dependent for tax purposes also qualifies.

Article 22, Section 4. Doctor Time. Full-time Employees shall be allowed a reasonable amount of time off with pay for routine dentist, diagnostic, and first follow-up visits to a physician or other licensed providers of health services. This shall only include the actual time spent at the visit in addition to necessary travel time. This does not include any visits for a family member. Such time off must be approved in advance by the Employee's Supervisor. For appointments lasting longer than three (3) hours of the Employee's work time, the total time away from work shall be charged to the Employee's sick time. Such time off with pay shall not be available to part-time Employees except in the rare instance that an appointment cannot be made during non-scheduled hours. Typical examples are listed below:

- An Employee becomes ill at work and goes to the doctor to have the illness diagnosed.
- An Employee has a six (6) month dental checkup, followed up with an appointment to have a tooth filled.
- An Employee has a physical examination and three (3) specific follow up procedures were recommended.
- An Employee has an initial and three (3) follow up visits for short term physical therapy sessions.
- Monthly checkups for pregnant Employees.
- The first mental health visit and six (6) subsequent visits.

All appointments need to be approved by the Supervisor in advance and efforts shall be made to avoid taking work time for doctor visits as much as possible. Upon the request of the Supervisor, the Employee shall provide a completed medical or dental appointment slip signed by the examining physician, dentist, or health care provider.

Article 22, Section 5. Sick Leave Prior to and Following Vacation. To qualify for sick leave benefits if absent prior to or immediately following a vacation, the Employee shall furnish satisfactory proof of such illness, upon request of the Supervisor.

Article 22, Section 6. Sick Leave During Vacation or Holiday. An Employee or the Employee's child who is sick or disabled due to an accident or illness during a holiday or scheduled vacation and who furnishes satisfactory medical evidence of such accident or illness may apply for the use of sick leave for such time from the Employee's sick leave account. The Employee's personal holiday or vacation time shall not be charged for such days.

Article 22, Section 7. Requirement for Medical Certification. The Supervisor shall not require Employees to furnish satisfactory proof of illness as a routine matter for absence from work. However, in instances where the Supervisor suspects that the Employee has abused the sick leave benefit, satisfactory proof of illness may be required. In addition, an Employee who used sick leave for three (3) consecutive days shall furnish the Supervisor with a doctor's certificate as evidence of a bona fide illness, upon the request of the Supervisor.

Article 22, Section 8. No Sick Leave Payout. Any sick leave an Employee has accrued, but not used, prior to an Employee's termination of employment shall be forfeited at the time of termination.

Article 22, Section 9. Sick Leave Incentive. As an attendance incentive, full-time Employees who use no more than seven and one-half (7.5) hours (or the number of hours of their regularly scheduled day) of sick leave in the twenty-six (26) pay periods in the previous year shall receive one (1) day's pay. The incentive payment and the number of hours required to qualify shall be pro-rated for part-time Employees in a benefit status of +15 (fifteen hours or more per week but less than thirty hours per week). Employees must be employed in a full-time or +15 (fifteen hours or more per week but less than thirty hours per week) benefit status position for the entire twenty-six (26) pay periods in the previous year to be eligible for this incentive. Employees who are off work because of an injury on the job shall not have those days counted as sick leave days for purposes of the attendance incentive.

Article 22, Section 10. Banked Sick Leave. Employees in a benefit status of -15 (less than fifteen hours per week), excluding on-call Employees) who have previously accrued sick leave in a benefit status position and whose sick leave is in a "banked" account may use sick leave when they are unable to work due to his/her illness, surgery, or disability.

Employees who successfully bid into a benefit eligible status position shall have any sick leave in a "banked" account reinstated.

ARTICLE 23
FUNERAL/BEREAVEMENT LEAVE

An Employee shall be granted a leave of absence without loss of pay for up to three (3) consecutive scheduled work days (unless other arrangements are made between the Employee and Supervisor) at his/her request in case of death in the immediate family or member of the household. If the deceased relative is at a distance requiring special travel, up to an additional two (2) consecutive scheduled work days shall be allowed without loss of pay. ~~The total time away from work shall not exceed seven (7) calendar days.~~ Immediate family or household member shall include:

- Parents of the Employee
- Parents of the Employee's spouse/spousal equivalent
- Sister of the Employee
- Sister of the Employee's spouse/spousal equivalent
- Brother of the Employee
- Brother of the Employee's spouse/spousal equivalent
- Spouse/spousal equivalent
- Son of the Employee
- Son of the Employee's spouse/spousal equivalent
- Daughter of the Employee
- Daughter of the Employee's spouse/spousal equivalent
- Grandparents of the Employee
- Grandchildren of the Employee
- Any member of the household residing with the Employee at the time of death.

ARTICLE 24
JURY DUTY

Article 24, Section 1. Policy. When the Employee receives compensation from the court, he/she shall endorse the check over to the Employer, and forward it to the Payroll Department, except for that portion which the Employee is entitled to retain pursuant to law.

Article 24, Section 2. Day Shift. Employees who are scheduled to start work prior to 5:00 p.m. shall receive their straight time hourly rate for the regularly scheduled hours of work during the time of such jury service.

Article 24, Section 3. Evening Shift. Employees who are scheduled to work evenings (5:00 p.m. start or later) and are scheduled for Jury Duty that same day shall not be required to work that evening shift if their daily tour of Jury Duty has not ended by noon that day and shall receive their straight time hourly rate for the regularly scheduled hours of the evening shift. The Employee shall notify his/her Supervisor of his/her status of Jury Duty daily.

Article 24, Section 4. Night Shift. Employees who are scheduled to work the night shift and are scheduled for jury duty the following day shall not be required to work that night shift and shall receive their straight time hourly rate for the regularly scheduled hours of the night shift.

Article 24, Section 5. Notification. Employees called to Jury Duty shall notify their Supervisor within twenty-four (24) hours of receipt of notice or the next business day, whichever is later.

Article 24, Section 6. Report to Work. If the daily tour of Jury Duty should end at a reasonable time prior to the end of the Employee's work day, the Employee is expected to report back for the remaining hours of his/her work day.

ARTICLE 25 **LEAVES OF ABSENCE**

Article 25, Section 1. Policy. Leaves of absence shall be granted as provided in this Article.

Article 25, Section 2. Successive Leaves. An Employee requesting two (2) immediately successive leaves of absence (such as medical and personal) is limited to a total of six (6) months. An Employee returning from a combination medical/personal leave of absence not exceeding six (6) months shall be reinstated to his/her former position unless conditions have changed to the extent that it is not reasonable to do so. In this event, the Employee shall be reinstated to a position in the system in the same benefit status (+30, +19, -19) and pay.

Article 25, Section 3. Replacement of Employees on Leave. Any replacement Employee assigned or hired to perform the duties of the Employee on a leave of absence shall be regarded as temporary during the period within which the Employee is on leave of absence. In the event the Employee returns to his/her former position following the leave of absence, the replacement Employee shall be terminated or returned to his/her former position at the rate of pay established for that classification or his/her former rate whichever is higher, including the domino effect upon other temporary Employees necessarily reassigned to accommodate the Employee on the leave of absence.

Article 25, Section 4. Continuation of Insurance.

- A. Unpaid Personal Leave. Employees on an approved unpaid personal leave of absence may extend their group medical and dental coverage, life insurance, and long-term disability insurance (if applicable) by paying the full cost of such coverage.
- B. Medical Leave. For Employees on medical leave, the Employer shall continue to pay the Employer contribution toward medical and dental coverage, life insurance, and long-term disability insurance (if applicable).
- C. Parenting Leave. For Employees on parenting leave not exceeding four (4) months, the Employer shall continue to pay the Employer contribution toward medical and dental coverage, life insurance, and long-term disability insurance (if applicable).

Article 25, Section 5. Personal Leave.

- A. Granting. Personal leaves of absence are voluntary and may be granted for other than medical reasons for a period of up to six (6) months. Such approval shall not be granted automatically, but shall be based on the judgment of the Supervisor with due consideration to the needs of the workforce and on a non-discriminatory basis.
- B. Use of Time. Employees may use personal holiday and vacation time during a personal leave of absence. The remainder of the leave shall be without pay.
- C. Partial Leave. Subject to the approval of the Supervisor, an Employee may be granted a partial personal leave of absence or may request to return from a personal leave of absence at a reduced schedule prior to the end date of the leave. The Employee's benefits shall be pro-rated based on the remaining hours he/she is scheduled to work. Pro-ration of benefits includes time-off accruals and eligibility and premiums for insurance benefits. At the conclusion of the leave, the Employee shall revert to his/her original schedule.

- D. Return to Work. Employees on personal leave of absence are entitled to return to their former position if they return to work within forty-five (45) calendar days after the beginning of the leave. Employees returning to work after forty-five (45) calendar days are entitled to return to a position in the system in the same job classification, same pay, same benefit status (+30, +19, -19) as their former position if the Employee is qualified and such a vacancy exists. This position shall be made available to the Employee prior to posting for bidders or Bid Board applicants. If no such vacancy is available, the Employee shall be placed on the Recall List and shall have recall rights pursuant to Article 11.
- E. Notice of Return. Employees returning from a personal leave of absence of at least thirty (30) calendar days must give a minimum of two (2) weeks written notice to the Supervisor and the Union of their intent to return.

Article 25. Section 6. Medical Leave.

- A. Granting. In the case of illness, injury, or temporary disability that exhausts accumulated sick leave, a medical leave of absence without pay shall be granted. Accrued vacation and personal holiday time can be used after sick leave has been exhausted; however, the use of such vacation or personal holiday time shall not extend the length of the leave.
- B. Medical Evaluation. Prior to granting a medical leave, the Supervisor may require an Employee to be evaluated by a medical practitioner selected by the Employer. The cost of the medical evaluation shall be borne by the Employer. The Employer shall maintain confidentiality of the evaluation and only pertinent information shall be disclosed.
- C. Written Notification. Within two (2) weeks of granting a medical leave, Human Resources shall provide the Employee with a written notification of such.
- D. Return to Work. An Employee on a medical leave of absence of six (6) months or less shall be entitled to return to his/her former position. An Employee unable to return to work after six (6) months of medical leave of absence may have his/her position filled. In determining this six (6) month period of time, any sick leave that the Employee used as part of his/her medical leave shall be counted. An Employee returning after six (6) months, but sooner than twelve (12) months shall be returned to a position in the same classification and benefit status (+30, +19, -19) as his/her former position in the system if the Employee is qualified and such a vacancy exists. This position shall be made available to the Employee prior to posting for bidders or Bid Board applicants. If no such vacancy is available, the Employee shall be placed on the Recall List and shall have recall rights pursuant to Article 11.

Leave extension beyond one (1) year shall be subject to Employer and Union agreement. An Employee on a medical leave beyond twelve (12) months or the agreed upon amount of time shall be terminated for all purposes except that an Employee may continue on a medical leave of absence for up to twenty-nine (29) months or until the Employee obtains health insurance with another employer, whichever comes first, in order to maintain eligibility under the Employer's medical plan. However, if and when the Employee is able to return to working status, the Employer shall make every effort and consideration for rehire. ~~This is not to be construed as a guaranteed job placement.~~

- E. Recurrent Leave. If an Employee returns to work from a medical leave for less than one (1) month before returning to a medical leave status, there shall be no break in the medical leave and the length of the medical leave shall be counted from the first day the Employee was first placed on medical leave status.
- F. Temporary Reduced Schedule. If an Employee returns to work from a medical leave on a reduced schedule than he/she was working prior to his/her medical leave or an Employee must work a reduced schedule because of illness, injury, or temporary disability, the Employee shall be considered to be on a partial medical leave and the counting of time on medical leave shall be the amount of time that the Employee's schedule is reduced.
- G. Return to Part-Time Status. If a full-time Employee returns to work from a medical leave to a part-time status, the Employee shall provide his/her Supervisor with the estimated duration of the part-time status. If it is estimated that the part-time status shall last longer than two (2) weeks, the Employer may require a second medical opinion to determine the Employee's medical condition and work restrictions, with the medical practitioner to be selected by the Employer and the cost of the second opinion shall be borne by the Employer.

Article 25. Section 7. Parenting Leave. Parenting leaves, including adoption leave, of up to four (4) months shall be granted at the request of the Employee.

At the discretion of the Employee, the leave (for either the mother or the father) may begin before or at the time of the birth of the child or, for adoption leave, before or at the time of the child's placement in the adoptive parent's home and shall be for the purpose of arranging the child's placement or caring for the child after placement.

An Employee may request an extension of a parenting leave for an additional two (2) months. Such extension shall not be automatically granted, but approval shall be based on the judgment of the Supervisor with due consideration to the needs of the workforce and on a non-discriminating basis.

Subject to the approval of the Supervisor, an Employee may be granted a partial parenting leave or allowed to return from the leave at a reduced schedule prior to the end date of the leave. The Employee's benefits shall be pro-rated based on the remaining hours he/she is scheduled to work. The pro-ration of benefits includes time-off accruals. At the conclusion of the leave, the Employee shall revert to his/her original schedule.

An Employee returning from a parenting leave of four (4) months or less shall be reinstated to his/her former position. An Employee who does not return to work at the end of four (4) months may have his/her position filled. An Employee returning after four (4) months shall be returned to a position in the same classification and benefit status (+30, +19, -19) as his/her former position in the system if the Employee is qualified and such a vacancy exists. This position shall be made available to the Employee prior to posting for bidders or Bid Board applications. If no such vacancy is available, the Employee shall be placed on the Recall List and shall have recall rights pursuant to Article 11.

Article 25, Section 8. FMLA Qualifying Leave. The twelve (12) month time period used to determine an Employee's entitlement to FMLA qualifying leave shall be from January 1 through December 31.

Article 25, Section 9. Union Business Leave.

- A. The Employer agrees to grant, on a non-discriminatory basis, the necessary and reasonable time off without pay to any Employee designated by the Union for Union business. For periods of more than one (1) day, the Union shall give one (1) week's notice. For periods of one (1) day or less, the Union shall give two (2) working days notice.
- B. Leaves of absence without pay shall be granted to duly elected delegates to Union conventions for a period not in excess of three (3) working days.

Article 25, Section 10. Voting Time Leave. An Employee who is eligible to vote in any statewide general or primary election, any election to fill a vacancy in the office of a representative in Congress, or a special election held to fill a seat in the Minnesota Legislature, may absent him/herself from work with pay for the purpose of voting during the forenoon of such election day provided the Employee has made prior arrangements for such absence with his/her Supervisor.

Article 25, Section 11. School Conference and Activities Leave. Employees in a benefit status of +15 (fifteen or more hours but less than thirty hours per week) or greater shall be granted up to a total of sixteen (16) hours of unpaid time during any twelve (12) month period to attend school conferences or school related activities related to the Employee's child provided the conferences or school related activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the Employee shall provide reasonable prior notice of the leave and shall make a reasonable effort to schedule leave so as not to disrupt unduly the operations of the Employer.—An Employee may use vacation or personal holiday time.

Article 25, Section 12. Military Leave. The parties agree that Employees shall be granted leaves of absence for military training in the National Guard or Reserve without sacrifice of vacation and personal holiday time.

Article 25, Section 13. Failure to Return from Leave. Employees who do not return to work after the expiration of the leave and who have not received supervisory approval for an extension of the leave shall be considered to have voluntarily quit.

ARTICLE 26 **EMPLOYEE REQUESTS FOR REDUCTION IN HOURS**

Article 26, Section 1. Request. Current Employees interested in reduced hours in the same position and the reduction is greater than four (4) hours per week (5 hours per week if the Employee works an extended hour schedule) may request to reduce their hours. If the Supervisor elects to honor this request (see below regarding posting of remaining hours), the reduced hours shall be posted at the clinic/location. If a more senior qualified Employee does not indicate an interest, the Employee originally requesting the reduced hours shall be granted the position. If a more senior qualified Employee does indicate an interest in these reduced hours, the senior qualified Employee shall be granted the position, and the Employee who originally requested the reduced hours shall move into the senior Employee's position or may bid on another position.

Article 26, Section 2. FTE Status. In all cases, if a full-time Employee requests the reduction in hours, only full-time Employees in a benefit status of +30 (thirty or more hours but less than thirty-seven and one-half hours per week) or greater in the same classification may bid on the position and if a part-time Employee requests a reduction in hours, only part-time Employees in the same classification may bid on the position.

Article 26, Section 3. Posting Remaining Hours. The remaining hours shall be posted system-wide for bidding by all Employees. However, if the Supervisor determines that it can honor an Employee's request to reduce his/her hours only if the remaining hours do not have to be posted, the Supervisor shall first discuss not posting the remaining hours with the Union. If the Union agrees that the remaining hours do not need to be posted, the Supervisor shall honor the request.

ARTICLE 27 **EDUCATION/PROFESSIONAL PROGRAM**

Article 27, Section 1. Policy. The Employer recognizes the importance of establishing a program providing Education and Professional opportunities for Employees.

Article 27, Section 2. Programs. The Employer recognizes that such program shall include the following:

- A. It shall be implemented on a non-discriminatory basis.
- B. Employees who are required to be relicensed or recertified in order to maintain their professional credentialing or who are required by the Employer to be recertified or relicensed are eligible to receive two hundred fifty dollars (\$250.00) reimbursement per contract year.

The reimbursement shall be used toward the cost of training programs or courses that carry Continuing Education credits applicable to their specific certification or licensure. In addition, these dollar amounts may be used toward the cost of travel, meals, and expenses while attending a conference that carries Continuing Education credits applicable to the Employee's specific certification or licensure, and registration fees for such conferences. One hundred fifty dollars (\$150.00) of the reimbursement may be used to purchase professional journals and magazines or educational tapes per contract year. Employees may request reimbursement for Continuing Education courses, that could exceed the above allowance, but there is no guarantee this shall be honored. CEU dollar amounts are not pro-rated.

- C. Employees in a benefit status of at least +15 (fifteen or more hours per week) may request time off from work to attend the above courses. Upon approval, such employees in a benefit status of thirty-seven and one-half (37.5) hours per week shall be paid for regularly scheduled hours of work missed, up to twenty four (24) hours of paid work time per contract year. Employees in a benefit status other than thirty-seven and one-half (37.5) hours per week shall receive a pro rata of these hours.
- D. ~~Employees shall not be required to take vacation to attend any course or program, but may be given a leave of absence or time off without pay subject to staffing needs.~~
- E. Employees shall submit requests for educational reimbursement on a form provided by the Employer.

Article 27, Section 3. Specific Job Titles.

- A. Certified Ophthalmic Technicians, Certified Orthoptists, and Nurses (including Nurse Clinicians, RNs, and LPNs) who have a national accreditation in a specialty area and for whom the Employer determines the need for this special training shall receive an additional two hundred fifty dollars (\$250.00) per contract year.
- B. Radiologic Technologists shall have the cost of registration paid by the Employer if the Employer requires registration in mammography.
- C. Laboratory Technicians shall be eligible for two hundred fifty (\$250.00) per contract year notwithstanding that the Employee has multiple licenses.
- D. Sonographers shall receive nine hundred dollars (\$900.00) per contract year. Sonographers working in Ob/Gyn shall receive an additional three hundred dollars (\$300.00) per contract year.
- E. Certified Orthoptists shall receive seven hundred fifty dollars (\$750.00) per contract year.
- F. Dental Assistants shall receive three hundred fifty dollars (\$350.00) per contract year.

Article 27, Section 4. Pre-Approval Payment. Employees may request prepayment for course registration only and if the amount is fifty dollars (\$50.00) or more. Any prepayment check shall be sent to the institution/school. Employees should request such prepayment at least four (4) weeks prior to the registration due date.

Article 27, Section 5. Central Data Base. The Employer shall establish a central data base to report Employees' licensure/certification effective and renewal dates and CEU requirements for applicable job titles.

Article 27, Section 6. New Technology. When the technology becomes available to the Employer, information shall be made available to Employees and Supervisors regarding the amount of time and money available for use under this Article.

ARTICLE 28 **IN-SERVICE EDUCATION**

Article 28, Section 1. Policy. The Employer shall offer in-service programs to improve Employee skills in the delivery of health care and related services.

Article 28, Section 2. Availability. The Employer shall use its best efforts to insure that appropriate in-service training sessions are available to all Employees in a particular classification or classifications. It is understood that from time to time such in-service training may have unique application to particular clinics/locations or smaller groups of Employees. In those instances, such training need not be made available to all Employees in the classification or to Employees in all clinics/locations.

Article 28, Section 3. Continuing Education. When feasible, the Employer shall seek to design courses to meet the requirements of the various organizations that have mandatory continuing education as a criterion for protected job titles and/or job performance applicable to the Employee.

ARTICLE 29 **EDUCATIONAL ASSISTANCE**

Article 29, Section 1. Eligibility. An Employee must have been continuously employed by the Employer for at least one (1) year and be in a benefit status of at least +15 (fifteen or more hours but less than thirty hours per week), or greater. In addition, the Employee must receive a grade of "C" or better in the course in order to be reimbursed.

Article 29, Section 2. Determination of Appropriate Courses. To be reimbursed, the course must be related to the Employee's current and/or potential work assignment at Group Health, Inc. The Employee's Supervisor shall determine the relatedness of the course to the work assignment.

The course must be taken at an accredited vocational school, technical college, accredited college (including community college), university, or other equivalent institution.

Article 29, Section 3. Reimbursement. The Employee shall be reimbursed for the costs of tuition, textbooks, materials, supplies, and covered classes up to a maximum of one thousand five hundred dollars (\$1,500.00) per calendar year.

Article 29, Section 4. Procedure. Eligible Employees who want to participate shall submit an application for assistance to their Supervisor prior to enrolling in the course.

Reimbursement shall be made only after the course is completed.

Article 29, Section 5. Forfeiture of Reimbursement. Reimbursement shall be forfeited, if prior to successful completion of the course any of the following occurs:

- A. Voluntary or involuntary termination.
- B. Unpaid personal leave of absence.
- C. Layoff.
- D. Transfer to a benefit status of less than plus fifteen (+15).

ARTICLE 30 **INSURANCE BENEFITS**

Article 30, Section 1. Medical Plan for Employees in a Benefit Status of Thirty (30) or More Hours per Week. The Employer shall provide such Employees with medical-surgical and related services in the HealthPartners Classic or the HealthPartners Choice Plan. Upon employment, the Employer shall pay the premium for and on behalf of the Employee enrolled in the Classic Single Medical Plan. The Employee's monthly contribution for enrollment in other Medical Plans and for family medical coverage shall be as specified below. The Employer shall contribute the remaining monthly premium cost.

Effective 2-1-05

Effective 2-1-06

Effective 2-1-07

Classic Plan

Single	\$0	\$0	\$0
Family	\$70	\$70	\$70

There are no office visit co-pays under the Classic Plan.

HealthPartners Choice Plan

Single	\$60	\$60	\$60
Family	\$125	\$125	\$125

Article 30, Section 2. Medical Plan for Employees in a Benefit Status of at Least Fifteen (15) Hours per Week but less than Thirty (30) Hours per Week.

The Employer shall provide such Employees the option for medical-surgical and related services in the HealthPartners Classic or the HealthPartners Choice Plan. If the Employee elects this option, the Employee's monthly contribution toward single or family coverage shall be as specified below. The Employer shall contribute the remaining monthly premium cost.

Effective 2-1-05

Effective 2-1-06

Effective 2-1-07

Classic Plan

Single	\$40	\$40	\$40
Family	\$115	\$115	\$115

HealthPartners Choice Plan

Single	\$70	\$70	\$70
Family	\$135	\$135	\$135

Article 30, Section 3. Dental Plan for Employees in a Benefit Status of Thirty (30) Hours or More per Week.

The Employer shall pay the premium for such Employees enrolled in the Dental Single Plan. The Employee contribution for dependent Dental coverage shall be fifty percent (50%) of the difference between the total family rate and the single rate.

Article 30, Section 4. Dental Plan for Employees in a Benefit Status of at Least Fifteen (15) Hours per Week but Less than Thirty (30) Hours per Week. The Employer shall provide such Employees the option to participate in the same Dental plan that is available to full-time Employees. The Employer's contribution toward single Dental coverage shall be fifty percent (50%) of the premium rate and twenty-five percent (25%) of the premium rate for Employees electing family coverage. The remaining cost of the coverage selected shall be paid by the Employee.

Article 30, Section 5.-Employee Waiver of Insurance Coverage. Employees may waive the Employer provided health insurance referred to in Section 1, subject to the conditions listed below. A waiver of insurance coverage also includes a waiver of any Employer contributions to that insurance coverage. An Employee wishing to waive insurance coverage must provide Human Resources with written documentation proving that the Employee has other health insurance benefits to replace those the Employee is requesting to waive.

Unless an Employee chooses to waive health insurance coverage referred to in Section 1, he/she shall be automatically enrolled in the single Classic Plan.

If an Employee chooses to waive health insurance coverage, he/she must complete an open enrollment form declining coverage or a cancellation form. An Employee may only waive coverage when first eligible, during open enrollment, or within thirty-one (31) calendar days of a life event. A life event is defined as marriage, divorce, birth or adoption of a child, Employee's change in employment status, spouse's change in employment, or a significant change in spouse's health coverage.

To be eligible for coverage in the future, the Employee must complete an enrollment form during the annual open enrollment period or within thirty-one (31) days of a life event.

Article 30, Section 6. Long-Term Disability Plan for Employees in a Benefit Status of Thirty (30) Hours or More per Week. The Employer shall provide at its expense a Long Term Disability Plan for such Employees. Benefits provided under this program are sixty percent (60%) of monthly pay. Employees shall be covered from the first date of employment. The provisions of the Plan are contained in the Plan Description.

Article 30, Section 7. Short Term Disability Plan. Upon at least fifty percent (50%) Employee participation, the Employer shall provide a short term disability plan that an Employee may purchase at his/her own expense.

Article 30, Section 8. Life Insurance Plan for Employees in a Benefit Status of Thirty (30) Hours or More per Week. The Employer shall continue to provide at its expense a Life Insurance Plan including Accidental Death and Dismemberment for such Employees upon commencement of employment. The amount of term insurance provided is \$50,000 and \$100,000 for Accidental Death and Dismemberment. The provisions of the plan are contained in the Summary Plan Description

During open enrollment, Employees may initially purchase additional life insurance and dependent life insurance without proof of insurability up to one (1) times their annual pay at the group rate at their own expense. During open enrollment of the next year (second year), Employees may purchase additional life insurance and dependent life insurance without proof of insurability up to two (2) times their annual pay at the group rate at their own expense. During open enrollment of the subsequent year (third year), Employees may purchase additional life insurance and dependent life insurance without proof of insurability up to three (3) times their annual pay at the group rate at their own expense.

Article 30, Section 9. Life Insurance Plan for Employees in a Benefit Status of at Least Fifteen (15) Hours per Week but Less than Thirty (30) Hours per Week. The Employer shall provide at its expense a Life Insurance plan including Accidental Death and Dismemberment for such Employees upon commencement of employment. The amount of the term insurance provided is \$20,000 and \$40,000 for Accidental Death and Dismemberment. The provisions of the plan are contained in the Summary Plan Description.

During open enrollment, Employees may initially purchase additional life insurance and dependent life insurance without proof of insurability up to one (1) times their annual pay at the group rate at their own expense. During open enrollment of the next year (second year), Employees may purchase additional life insurance and dependent life insurance without proof of insurability up to two (2) times their annual pay at the group rate at their own expense. During open enrollment of the subsequent year (third year), Employees may purchase additional life insurance and dependent life insurance without proof of insurability up to three (3) times their annual pay at the group rate at their own expense.

Article 30, Section 10. Copy of Insurance Contracts. Copies of the Insurance Contracts and/or Summary Plan Description are to be on file with the Union. Any changes to the Health Insurance Plan that would result in an overall net decrease in benefits shall be subject to negotiations with the Union.

Article 30, Section 11. Hour Averaging to Full-Time Benefits Eligibility. Employees in a benefit status of +15 (fifteen hours or more per week, but less than thirty hours per week) shall be reviewed once a year to determine if hours worked would qualify the Employee for the same benefits available to Employees in a benefit status of thirty (30) hours or more per week for the next year.

The reporting period shall be based on twenty-six (26) pay periods per year. Overtime shall not be included in the total hours compensated. If the Employee's total hours from the first pay period end date in July through the last pay period end date in June meets or exceeds one thousand five hundred sixty (1,560) hours, the Employer shall provide the Employee enrollment in the medical/dental, life, and long-term disability plans as specified for Employees in a benefit status of thirty (30) hours or more per week for the next year.

~~If the Employee's total hours from the first pay period end date in July through the last pay period end date in June meets or exceeds one thousand five hundred sixty (1,560) hours, the Employer shall provide the Employee enrollment in the medical/dental, life, and long-term disability plans as specified for Employees in a benefit status of thirty (30) hours or more per week for the next year. Hours worked in the preceding twelve (12) month period in a benefit status of less than thirty (30) hours per week shall determine eligibility for the subsequent twelve (12) month period. However, if an Employee's hours were reduced per Article 11 during the July through June hour averaging time period, the total hours worked shall be counted for that year's hour averaging time period.~~

If an Employee is on a leave of absence no more than four (4) months during the hour averaging period, the eight (8) remaining months shall be averaged based on eight (8) months. If an Employee is on a leave of absence more than four (4) months during the hour averaging period, the remaining months shall be averaged, but shall be averaged based on the full twelve (12) month period.

Article 30, Section 12. Hour Averaging to Part-Time Benefits Eligibility.

Employees in a benefit status of -15 (less than fifteen hours per week) and on-call shall be reviewed once a year to determine if hours worked would qualify the Employee for the same benefits available to Employees in a benefit status of plus +15 (fifteen or more hours, but less than thirty hours per week) for the next year.

The reporting period shall be based on twenty-six (26) pay periods per year. Overtime shall not be included in the total hours compensated. If the Employee's total hours from the first pay period end date in July through the last pay period end date in June meets or exceeds seven hundred and eighty (780) hours, the Employer shall provide the Employee enrollment in the medical/dental and life insurance plans as specified for Employees in a benefit status of fifteen (15) hours or more per week, but less than thirty (30) hours per week for the next year. Hours worked in the preceding twelve (12) month period in a benefit status of less than fifteen (15) hours per week shall determine eligibility for the subsequent twelve (12) month period. However, if an Employee's hours were reduced per Article 11 during the July through June hour averaging time period, the total hours worked shall be counted for that year's hour averaging time period.

If an Employee is on a leave of absence no more than four (4) months during the hour averaging period, the eight (8) remaining months shall be averaged based on eight (8) months. If an Employee is on a leave of absence more than four (4) months during the hour averaging period, the remaining months shall be averaged, but shall be averaged based on the full twelve (12) month period.

Article 30, Section 13. Domestic Partner Benefits. Domestic partner benefits are available for medical, dental, and dependent life insurance. Coverage is available for households of same-sex partners and any other dependents. The Employee and his/her same-sex domestic partner must complete and sign a confidential affidavit regarding their mutual commitment. This affidavit must be approved and on file with the Human Resources Department in order for coverage to begin.

ARTICLE 31 **RETIREMENT PLAN/ 401(k) PLAN**

Article 31, Section 1. Employee Retirement Plan. During the term of this Agreement, Employees satisfying the eligibility requirements of the Plan shall continue to be covered by the Group Health, Inc., Employee Retirement Plan, subject to any changes in the Plan made during the term of the Agreement. Notice shall be given to the Union if any changes are made that lower the pension benefit.

Each Employee participating in the Retirement Plan shall be given an annual accounting of his/her participation.

Each participating Employee shall receive a Summary Plan Description explaining in clear and understandable language an explanation of the retirement benefits and the qualifications for such benefits.

Employees' pre-tax accruals in the "Employee Thrift Plan of Group Health, Inc." may be transferred to the 401 (k) Plan.

Article 31, Section 2. 401 (k) Plan. The Employer has established a salary deferral plan under Section 401(k) of the Internal Revenue Code. The Employer shall match one hundred percent (100%) of the amount deferred by the Employee, up to five percent (5%) of pay or the sum of the Employee's deferral, whichever is less. Employees must work one thousand (1,000) hours per year to qualify and must participate for the full plan year in order to receive the Employer match.

For Employees who enrolled in the Plan on or after July 1, 1995, the Employee is credited with one (1) year of vesting for each calendar year in which at least one thousand (1,000) hours are worked. After three (3) years of vesting credit, the Employee is fully vested in the Employer match. For Employees who were enrolled in the Plan prior to July 1, 1995, the Employee is vested in the Employer match after participating for two (2) complete plan years (July 1 through June 30).

The Employer shall pay the administrative fees for this Plan.

Article 31, Section 3. Retiree Medical/Dental Insurance. The Employer agrees to continue the existing practice that Employees who retire from GHI who are at least fifty-five (55) years of age may continue medical and dental insurance by paying the full Group rate for active Employees represented by SEIU, Local 113. Such continuation ability shall exist until the Employee becomes eligible for a Seniors' product.

ARTICLE 32 **PERQUISITES**

Article 32, Section 1. Parking. Where the Employer provides free and safe parking for Employees, it shall continue to do so.

Article 32, Section 2. Automobile Insurance. Every effort shall be made by the Employer to provide the option for Employees to purchase Automobile Insurance on a group basis through monthly payroll deductions.

Article 32, Section 3. Medical Malpractice. The Employer shall continue to provide Medical Malpractice Insurance at its expense for Employees provided that coverage shall apply only to services performed or rendered on behalf of the Employer.

Article 32, Section 4. Eyeglasses. Eye Care Department Employees upon one (1) year of GHI employment shall be eligible to receive one (1) complete pair of eyeglasses for themselves one (1) time a year.

Article 32, Section 5. CPR. Employees who are required by the Employer to have and maintain CPR certification and who attend CPR classes offered by the Employer shall be paid at the applicable rate for time spent in these classes.

ARTICLE 33 **DISCIPLINE AND DISCHARGE**

Article 33, Section 1. Purpose. Disciplinary action may be imposed upon an Employee only for just cause and shall be progressive, where appropriate. The parties recognize that serious offenses may require the imposition of more severe discipline as an initial action.

Article 33, Section 2. Just Cause. Without limitation, the following criteria are relevant in determining the existence of just cause:

1. Did the Employee have knowledge and understanding of the rule or standard and was the Employee adequately forewarned of the consequences of his/her conduct?
2. Was the violated rule or order reasonably related to orderly, efficient and/or safe operations of the Employer or to performance that the Supervisor could properly expect of the Employees?
3. Did the Supervisor investigate before administering discipline and was the investigation fair and objective?
4. Did the investigation produce evidence or proof that the Employee acted contrary to the Employer's rules or standards?
5. Have the rules, standards, and resulting discipline been applied evenhandedly to other Employees in the past without discrimination?
6. Was the level of discipline given out reasonable in relation to the seriousness of the offense?
7. Were extenuating or mitigating circumstances present?
 - What is the Employee's length of service with the Employer?
 - Was the Employer partially at fault?
 - Was progressive discipline used?

Article 33, Section 3. Investigatory Suspension. The Employer may place an Employee who is the subject of an investigation on an investigatory suspension with pay.

Article 33, Section 4. Investigations. The Employer shall make a reasonable effort to complete investigations in a timely manner.

For investigations by the Employer that exceed two (2) calendar weeks, an Employee who is the subject of the investigation shall receive at least a weekly update of the investigation's status.—The updates shall begin no sooner than two (2) calendar weeks after the commencement of the investigation. Failure to give timely updates to the Employee shall not be grievable, but shall be remedied by the Employer reinstating timely updates according to this Section. If no discipline is imposed at the conclusion of the investigation, the Employee shall be informed of such.

Article 33, Section 5. Union Representation. The Employer shall not meet with an Employee for the purpose of questioning the Employee during an investigation that may lead to discipline of that Employee without first offering the Employee an opportunity for a Union steward to be present at the investigative interview. The Employer may hold such interviews without delay provided a Union steward is available and the Employer is not required to postpone such interviews because a particular Union steward is not available. When an investigation meeting is held, the Employee shall be advised of the nature of the investigation prior to questioning.

Article 33, Section 6. Disciplinary Procedure. Disciplinary action shall include only the following:

1. Oral Reprimand.
2. Written Reprimand.
3. Suspension (not to exceed 15 working days).
4. Discharge.

These disciplinary actions do not have to be imposed in the order listed above and the same level of discipline may be imposed more than once before progressing to a higher level of discipline.

If the Supervisor has reason to discipline an Employee, it shall be done in a private manner.

When any disciplinary action is taken, the Supervisor shall notify the Employee by letter of the level of the disciplinary action and the reason(s) for such action and shall provide the Union with copies of any written notices of disciplinary action.

Article 33, Section 7. Grievability. Employees may not file a grievance in response to an oral or written reprimand. However, the Employee may file a written rebuttal relating to the specifics of the oral or written reprimand within twenty (20) calendar days of the receipt of the oral or written reprimand and such rebuttal shall be placed in the Employee's Human Resources personnel file. In addition, the Employee has the option to meet with his/her Supervisor and a Union representative to discuss the oral or written reprimand.

Article 33, Section 8. Human Resources Personnel Files.

A. **Materials in the File**

Copies of all materials placed in the Employee's Human Resources personnel file that relate to job performance or disciplinary action shall be given to the Employee.

An Employee may file a written rebuttal relating to the specifics of any disciplinary action within twenty (20) calendar days of the receipt of the discipline. Such rebuttal shall be placed in the Employee's Human Resources personnel file.

B. **Employee/Union Access to File**

An Employee shall have access to his/her Human Resources personnel file upon request of same to Human Resources. The Employee shall not be privy to the Human Resources personnel file of an Employee other than his/her own file and the inspection shall be done in the presence of a Human Resources representative. Upon written consent of the Employee, the Union shall be given reasonable access to the Employee's file.

C. **Removing Materials from File**

At the end of the designated time period, upon the written request of the Employee, oral reprimands, written reprimands, and suspensions shall be removed from the Employee's Human Resources personnel file, based on the following time periods, provided that no further disciplinary action has been taken against the Employee within that period.

- Oral reprimands and written reprimands removed after one (1) year.
- Suspensions removed after two (2) years.

Oral reprimands, written reprimands, and suspensions shall not be used in future disciplinary action if a related offense does not occur within the designated time period of the original offense. If the disciplinary record is to be removed from the Employee's Human Resources personnel file, Human Resources shall return the disciplinary record to the Employee within thirty (30) calendar days of the Employee's written request.

Article 33, Section 9. Supervisory Files. An Employee may request access to the contents of his/her supervisory file that have been authored by or entered into the supervisory file by the Employee's current Supervisor, but such access may be denied by the Employee's current Supervisor.

An Employee shall have full and complete access to the contents of a supervisory file kept on that Employee when such contents have not been authored by or have not been entered into the supervisory file by the Employee's current Supervisor.

Article 33, Section 10. Discharge for Job Abandonment. An Employee who is absent for three (3) consecutive working days without notifying his/her Supervisor shall be considered to have voluntarily quit (unless the giving of such notice would be unreasonable under the circumstances).

ARTICLE 34 **GRIEVANCE AND ARBITRATION**

Article 34, Section 1. Grievance Procedure. A grievance within the meaning of this Agreement shall be any difference of opinion, controversy, or dispute raised relating to the interpretation or application of any provision of the Agreement.

Article 34, Section 2. Steps.

Step 1. An Employee having a grievance shall first take the matter up with the immediate Supervisor. The Employee or steward should inform the Supervisor that he/she is using the grievance procedure. The Employee may choose to have a Union steward present at this meeting. The Supervisor shall attempt to resolve the grievance and shall respond to the Employee in writing within three (3) working days of the meeting.

Step 2.

If the grievance is not satisfactorily resolved at the first step meeting, the grievance shall be reduced to writing citing the specific contract provision(s) violated, a description of the nature of the violation, and the remedy requested and presented to the next appropriate level of management or the Clinic or Department Manager. Grievances shall be considered timely if submitted no later than twenty (20) calendar days after the date of the occurrence giving rise to the grievance. However, grievances regarding the disciplinary action imposed on an Employee shall be considered timely if submitted no later than twenty (20) calendar days after the receipt by the Union of a copy of the disciplinary letter.

Within twenty (20) calendar days following receipt of the written grievance, the next appropriate level of management or the Clinic or Department Manager and the steward or the authorized Union representative shall schedule a meeting. The steward and/or the authorized Union representative may represent the Employee and the Employee may be present at this meeting.

The next appropriate level of management or the Clinic or Department Manager shall respond in writing to the Union within ten (10) calendar days of the meeting.

The Union shall have the right to take up a suspension or discharge as a grievance at the second step of the grievance procedure.

Step 3.

If the grievance is not satisfactorily resolved at the second step meeting, the authorized Union representative shall, within twenty (20) calendar days of the Union's receipt of the Employer's second step response, notify Human Resources that it is appealing the grievance to the third step and the parties shall schedule a meeting within twenty (20) calendar days.

The Human Resource Representative shall respond in writing to the Union within twenty (20) calendar days of the meeting.

Step 4.

If the grievance is not satisfactorily resolved at the third step, the Union shall have sixty (60) calendar days after the Union's receipt of the Employer's third step response in which to submit the demand for arbitration. Any demand for arbitration shall be in writing and must be presented to Human Resources.

Article 34, Section 3. Arbitration. A grievance submitted to arbitration shall set in motion the following procedures:

- A. The designated Employer representative and the authorized Union representative shall endeavor to select a mutually acceptable Arbitrator to hear and decide the grievance.
- B. Should the parties be unable to select an Arbitrator, either party may request the Federal Mediation and Conciliation Service to submit seven ~~(7) names as candidates.~~ Each party shall have the right to strike three (3) names, with the remaining candidate to be named the neutral Arbitrator. The order of alternately striking names shall be determined by the flip of the coin.
- C. The decision shall be final and binding upon the Employer, the Union, and the aggrieved Employee. If the dispute is in regard to monetary matters as provided for in this Agreement, the settlement shall be retroactive to the date of the violation, but must fall within the terms of this Agreement.
- D. The fees and expenses of the neutral Arbitrator shall be borne equally by the Employer and the Union.
- E. The neutral Arbitrator shall not have the authority to render an award that shall add to, subtract from, or in any other way change the provisions of this Agreement, nor render a decision contrary to or inconsistent with the application of laws, rules, or regulations having the force and effect of law.
- F. The Arbitrator's decision shall be in writing and shall set forth the basis on which the decision and award is made.
- G. The Arbitrator shall submit his/her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.

Article 34, Section 4. Time Limits. The time limit in each step may be extended by mutual agreement of the Supervisor (for the first and second steps) or Human Resources (for the third step) and the Union. Such agreement may be oral, but such oral agreement must be subsequently reduced to writing.

Article 34, Section 5. Probationary Employees. Employees serving a probationary period may be terminated without recourse to the grievance procedure.

ARTICLE 35 **GENERAL PROVISIONS**

Article 35, Section 1. Maintenance of Benefits. Where wages, hours, and other conditions of employment specifically covered by this Agreement are lower than those now received by an individual Employee, such Employee shall not have such condition reduced by the terms of this Agreement.

Article 35, Section 2. No Strike or Lockout. There shall be no strike, slowdown, or lockout during the term of this Agreement. The prohibition against strikes, slowdowns, and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of Article 34. Refusal of any Employee to cross a picket line established or maintained by a recognized labor organization shall not be grounds for discharge or disciplinary action.

Article 35, Section 3. Work Load. No Employee shall be required to perform an unreasonable work load for an extended period of time.

Article 35, Section 4. Accidental Breakage. Employees shall not be held liable for accidental breakage of glassware and fragile equipment during the course of their duties.

Article 35, Section 5. Severability Clause. In the event that any part or provision of this Agreement should be found to be unlawful, such part or provision shall be null and void, and the other parts and provisions shall remain in full force and effect.

Article 35, Section 6. Community Service. To support the Employer's mission of improving the health of its members, patients, and the community, the Employer shall compensate on one (1) occasion per calendar year an Employee his/her regular hourly wage to participate in a non-profit community service. The Employee is eligible to receive compensation up to an amount not to exceed the Employee's regularly scheduled day if the following conditions are met:

1. The Employee has received prior approval from his/her Supervisor regarding the appropriateness of the non-profit community service activity;
2. The activity occurs on the Employee's regularly scheduled day of work;
3. The Employee has received prior approval for the time subject to staffing needs; and
4. The Employee presents proof of participation to his/her Supervisor.

Article 35, Section 7. Float Pool. The Employer agrees to maintain a well trained Float pool. It is the responsibility of the Supervisor to provide Employees in the Float pool with the necessary knowledge, skills, and abilities so that these Employees are able to perform the job duties of the positions into which these Employees would be assigned.

Article 35, Section 8. Bargaining Team Members. The Employer shall pay for one (1) Employee per one hundred (100) bargaining unit members to attend bargaining sessions for the negotiations of Collective Bargaining Agreement. ~~The Employees shall be paid for their regularly-scheduled hours of work for the time spent in bargaining.~~

If the Union bargaining team members exceed one (1) Employee per one hundred (100) bargaining unit members the Union shall reimburse the Employer based on the average hourly rate and average hours per day (based on FTE) of all the members of the Union's bargaining team.

ARTICLE 36 **EXPENSE REIMBURSEMENTS**

Article 36, Section 1. Mileage Reimbursement Rate. The Employer shall reimburse Employees at the current Internal Revenue Service rate for the authorized use of their personal automobile for Employer business. If the Internal Revenue Service rate changes during the term of this Agreement, the rate shall subsequently be adjusted to that new rate.

Article 36, Section 2. Temporary Assignments. When an Employee is temporarily assigned by the Supervisor to work at a clinic/location other than the clinic/location to which he/she is normally assigned, mileage reimbursement shall be paid for the distance between the Employee's regularly assigned clinic/location and the temporarily assigned clinic/location, on a round trip basis in the following situations:

- The Employee leaves from his/her home (does not initially report to the clinic/location to which he/she is normally assigned), travels to the temporarily assigned clinic/location, and in that same day returns to the clinic/location to which he/she is normally assigned.
- The Employee leaves from his/her home (does not initially report to the clinic/location to which he/she is normally assigned), travels to the temporarily assigned clinic/location, and in that same day does not return to the clinic/location to which he/she is normally assigned, but returns to his/her home.
- The Employee reports to the clinic/location to which he/she is normally assigned, travels to the temporarily assigned clinic/location, and in that same day returns to the clinic/location to which he/she is normally assigned.

- The Employee reports to the clinic/location to which he/she is normally assigned, travels to the temporarily assigned clinic/location, and in that same day does not return to the clinic/location to which he/she is normally assigned, but returns to his/her home.

Article 36, Section 3. Floats. When a float Employee is assigned more than twenty-five (25) miles from his/her designated clinic/location, mileage reimbursement shall be paid for the distance between the Employee's regularly designated clinic/location and the other clinic/location.

Article 36, Section 4. Cellular Telephone Reimbursement. If it is determined that an Employee's job responsibilities require the use of a cellular telephone, the Employer shall furnish the cellular telephone and shall reimburse the Employee for all business related telephone calls. In order to receive such reimbursement, the Employee must submit an itemized statement of all cellular telephone business related calls.

Article 36, Section 5. Cellular Telephone Ownership. Employees shall return cellular telephones to the Employer if the Employee leaves employment with Group Health, Inc., or if he/she moves to a position in which job responsibilities do not require the use of a cellular telephone.

ARTICLE 37 **UNIFORMS AND PROTECTIVE EQUIPMENT**

Article 37, Section 1. Lab Coats. Employees who now have use of Lab Coats shall continue to do so. Any other Employee whose uniform is soiled in the course of his/her duties shall have use of a Lab Coat for the remainder of the day.

Article 37, Section 2. Protective Apparel. The Employer shall provide appropriate protective apparel in compliance with any regulations imposed.

Article 37, Section 3. Wearing Apparel Requirement. If the Employer changes its present wearing apparel requirements, Employees affected shall be given a six (6) month period of time to conform to the new requirement.

If the prescribed changes would result in a significant monetary impact on the affected Employees, the parties shall meet to discuss alternative solutions.

ARTICLE 38 **SAFETY**

Article 38, Section 1. Safety Plan. Each clinic/location shall develop a safety plan for its Employees.

Article 38, Section 2. Lighting Plan. Each clinic/location, with Employee input, shall evaluate the adequacy of external clinic/location lighting. If it is determined that potential hazards exist, the clinic/location shall develop and implement a plan to address the identified issues.

Article 38, Section 3. Locked Space. If space is available, the Employer shall provide Employees with a locked area for personal belongings. It may be necessary that a single area be used by all Employees in the clinic/location.

Article 38, Section 4. Environmental Concerns. Indoor air quality and other environmental concerns shall be addressed within a reasonable period of time once the Employer has been made aware of the issue. There will be no discipline against any Employee for expressing his/her safety and/or workplace environmental concerns. The Employer and the Union may mutually agree to have an environmental concern evaluated by an outside agency and the Employer shall pay for such evaluation.

ARTICLE 39 **PERFORMANCE MANAGEMENT**

Article 39, Section 1. Policy. It shall be the policy of the Employer that Employees receive feedback on an on-going basis.

Article 39, Section 2. Performance Evaluations. Information used in performance evaluations shall be provided by individuals who know the Employee's work.

Employees have the right to be informed of the categories of individuals who provided input into their performance evaluation. Input from peers may be used in the evaluation of Employees if voluntary on the part of the peer and the Employee.

Article 39, Section 3. Input Into Other Employee's Performance Evaluation. If an Employee is asked and agrees to provide input into the performance review of a physician or Supervisor, the Employee's confidentiality shall be maintained.

Article 39, Section 4. Non-Disciplinary Meeting. The Employer shall not conduct an investigatory interview nor administer discipline while conducting a performance evaluation.

ARTICLE 40
SUPERVISORS AND LEADS

Article 40, Section 1. Bona Fide Supervisors. The Employer recognizes the fact that bona fide supervisory Employees are only those who have the authority to hire, promote, discipline, discharge, or effectively direct the work of bargaining unit Employees (other than those who do so in their professional capacity, as defined by the National Labor Relations Act) and it is not the Employer's intent or policy to establish jobs or job titles for the purpose of excluding such Employees from the bargaining unit.

Consistent with this policy and intent, the parties recognize that work performed by Employees in the unit(s) may also be performed on a limited basis by a bona fide Supervisor. This shall not occur on a scheduled or regular basis except for those positions identified in the National Labor Relations Board decision of May 15, 1980, Case Numbers 18-RC-12460, 18-RC-12461, 18-RC-12462, or where the nature of a department or clinic/location requires unique staffing assignments, (until such time when regular staffing practices can be implemented). When the Employer identifies the need for a Supervisor who must perform unit work as a regular part of his/her responsibilities, the Employer agrees to meet with the Union to discuss the situation prior to implementation. The Union shall have the right to appeal any such action through the grievance procedure provided in Article 34.

Bona fide Supervisors shall not perform bargaining unit work except when training Employees, temporarily filling in due to unforeseen workload emergencies or because of unexpected absences of bargaining unit Employees. The Employer shall make a reasonable effort to offer additional hours to bargaining unit Employees who have requested to work additional hours and who are available to work.

Article 40, Section 2. Working Supervisors. It is recognized by the parties to this Agreement that the Employer's present operation necessitates the utilization of working Supervisors. It is not the Employer's intent to utilize such working Supervisors to dilute the bargaining unit. Such working Supervisors shall not exceed twenty (20) at any time during the term of this Agreement.

Article 40, Section 3. Selection of Leads. There may be circumstances where the lead responsibility has not been assigned within a particular clinic/location; however, staffing levels do not permit the addition of another Employee to the payroll of that clinic/location. In such circumstances, the senior qualified Employee from that clinic/location shall be offered such lead duties. If there are no qualified and/or interested Employees at that clinic/location, the procedure described in Article 9, Vacancies, Filling of Positions, shall be followed and the least senior Employee in the classification and clinic/location affected shall be involuntarily transferred to the resulting opening.

Any qualified Employee may be a lead.

Employees failing to perform their lead duties acceptably shall be counseled about such shortcomings, and shall be subject to normal progressive discipline steps, including the removal of lead duties, if such counseling does not result in improved performance. If lead duties are removed, the Employee shall be permitted to remain in his/her base position.

An Employee may request that he/she relinquish his/her lead duties. If a vacancy exists within the Employee's classification, same or lower FTE Range, and work area, the Supervisor shall honor the Employee's request. If no such vacancy exists, the Employee shall be allowed to relinquish his/her lead duties with the agreement of the Supervisor.

Article 40, Section 4. Duties of Leads. Outlined below is a description of the role that a lead plays in directing the work of others. The lead role is intended to assist with day-to-day issues. The lead role is not intended to function independently of the Supervisor unless there has been prior discussion, consultation, delegation, or direction, etc., between the Supervisor and the lead. Leads, in consultation with the Supervisor, may write policies and procedures that do not impact the Collective Bargaining Agreement or terms and conditions of employment. Supervisors must "sign-off" on any policy and/or procedure that has been developed by the lead. Leads may participate in management meetings unless terms and conditions of employment are being discussed.

For additional information regarding lead duties, refer to the 1998 document created by the Labor Management Committee on Leads.

This Article describes the limits of that role as well as clarifying two levels of lead positions. Managers and Supervisors can decide whether or not to delegate any one of these responsibilities to a lead. The responsibilities of the lead may apply to the involvement a lead has with both Employees covered by the contracts between Group Health, Inc., and Local 113 and Local 12.

To qualify for Lead I pay at one dollar and forty cents (\$1.40) per hour, an Employee must perform four (4) of the nine (9) tasks listed in boldface.

To qualify for Lead II pay at two dollars (\$2.00) per hour, an Employee must perform seven (7) of the nine (9) tasks listed in boldface. In the definition of scheduling, it is understood that one (1) Employee departments where a back up person fills in part of the work schedule is not eligible for the higher pay level. For example: A one (1) Employee optical department with the optician working a four (4) day week and a float Employee works the fifth (5th) day.

If an Employee is temporarily assigned lead duties, he/she shall be compensated at Lead I pay.

Each March, the Supervisor shall review the lead tasks being performed by lead Employees to determine the appropriate placement of the Employee in Lead I or Lead II or the removal of lead pay. If the Supervisor determines that the Employee is not appropriately placed, the Employee shall be placed in the appropriate level or the lead pay shall be removed.

Prior to the Supervisor implementing a decrease in or the removal of lead pay received by the Employee, the Employee shall receive thirty (30) calendar days notice.

The Employee's Supervisor must send notification to the Human Resources Department in order to qualify for the higher level of lead pay.

HIRING:

1. Recommends filling or not filling a vacancy or adding to staff.
2. **Assists Supervisor in interviewing or in some instances conducts interviews without involvement of a Supervisor.**
3. Recommends hiring candidate to Supervisor.
4. May communicate offer of employment from Supervisor to candidate.

SCHEDULING:

1. **Prepares staffing schedule.**
2. **Employees call lead if absent or late.**
3. **Coverage for planned and unplanned absences.**
4. **After the semi-annual vacation bidding process, grants daily vacation requests.**
5. **Approves timecards completed by Employees.**
6. **May approve working of overtime if specifically delegated by Supervisor.**

EVALUATION:

1. **Documents performance.**
2. **After the performance review has been discussed with and approved by the Supervisor, conducts the performance review with the Employee.**

PERFORMANCE MANAGEMENT:

1. **Documents performance.**
2. **Communicates to Employee that performance is deficient or behavior is inappropriate.**
3. **Coaches Employee in improving and setting workable goals (does not include disciplining the Employee and could represent a step prior to an oral reprimand).**
4. **Attends discipline discussion with Supervisor and Employee to provide information relevant to the discipline, including attending grievance hearings.**

OTHER:

1. **Assists in preparing unit budget.**
2. Assists a Supervisor/Manager in work unit annual planning.
3. Assigns work.
4. **Trains Employees and sets up and schedules training procedures (not limited to leads).**
5. Directs Employees.

Within the work unit, the Supervisor/Manager shall discuss with the lead(s) his/her appropriate lead job functions as outlined above and that a lead is not to be assigned job functions outside of those listed above.

In recognition of the responsibility of leads, they shall be given adequate time to perform these duties.

ARTICLE 41
ADOPTION BENEFITS

Article 41, Section 1. Policy. The Employer shall reimburse eighty percent (80%) of all eligible expenses up to a maximum of two thousand dollars (\$2,000) per child incurred in the adoption of a child while employed by Group Health, Inc. (GHI).

Article 41, Section 2. Eligible Expenses. If both parents are GHI Employees, only one Employee is eligible for this benefit. Eligible expenses include legal fees, court fees, adoption agency fees, pregnancy expenses for the birth mother, temporary foster care expenses, medical examination fees for the child, and transportation fees for the child. Eligible expenses may be reimbursed when custody is granted in anticipation of eventual legal adoption.

Article 41, Section 3. Eligibility. Employees shall not become eligible for this benefit until ninety (90) calendar days after employment or the completion of the Employee's probationary period, whichever is longer.

Article 41, Section 4. Procedure. Employees must submit receipts for eligible expenses along with proof of custody to the Human Resources Department.

ARTICLE 42
SEVERE WEATHER OR EMERGENCY CLOSING

Article 42, Section 1. Eligibility. The decision to temporarily close a clinic/location shall be made by the Employer because of severe weather or an emergency. In the case of severe weather, the decision to temporarily close a clinic/location shall be based upon the weather conditions for the area in which that clinic/location is located. Employees shall only be compensated as provided below if a clinic/location has been closed or delayed opening through a decision of appropriate management staff.

Article 42, Section 2. Notification. Every effort shall be made to communicate decisions to temporarily close clinics/locations to the affected Employees at the earliest opportunity.

Article 42, Section 3. Compensation When a Clinic/Location Closes or Delays Opening. When a clinic/location closes or delays opening, Employees who are sent home early shall be paid until the end of their normal shift. Those Employees who are instructed not to report to work shall be paid for the hours that they normally would have worked. Employees who report to work and are required to stay even though there is a severe weather emergency or clinic/location closing shall be paid for the number of hours actually worked plus the number of hours scheduled to work.

Premium pay or temporary lead pay shall not be paid for hours not worked because of an emergency closing or severe weather closing. Only normal pay shall be paid for scheduled hours lost because of such situations.

Employees on prescheduled paid time off such as personal holidays, vacation, leave of absence, or medical education are not eligible for emergency closing pay, but shall be paid as previously scheduled.

Article 42, Section 4. Compensation When a Clinic/Location Remains Open. Employees who report to work within the first two (2) hours of their normal work day shall be paid from their normal start time. If an Employee is more than two (2) hours late, he/she shall be compensated from the time of arrival. If an Employee is late or not able to come to work because of a weather situation, he/she may choose to use vacation, personal holiday pay, or leave without pay. Employees who request and receive permission to leave work early because of severe weather shall not be paid for such hours unless they use vacation or personal holiday pay. If the Employee does not use vacation or personal holiday, the time shall be without pay. Severe weather shall be judged by the designated management representative and is not personally defined.

ARTICLE 43
COMBINING JOB FUNCTIONS FROM DISTINCT CLASSIFICATIONS

The parties recognize that in certain circumstances efficient patient care can be achieved by combining tasks normally performed by persons in distinct job classifications. In instances where the Employer determines that such a combination of tasks is desirable, the parties shall meet to discuss the matter. If agreement cannot be reached, it shall not be implemented.

It is the Employer's intention to place only Employees qualified to function in such a capacity in such positions.

Employees within the bargaining unit shall not be laid off as a direct result of the Employer undertaking such combination of functions.

Issues such as wage level and seniority shall be negotiated by the parties before such positions are established.

ARTICLE 44
COPE CHECK-OFF

The Employer agrees to deduct and transmit to SEIU COPE, \$__ per pay period from the wages of those Employees who voluntarily authorize such contributions on the forms provided for that purpose by SEIU, Local 113. These transmittals shall occur for each payroll period and shall be accompanied by a list of the names of those Employees for whom such deductions have been made and the amount deducted for each such Employee.

ARTICLE 45
LICENSED PRACTICAL NURSES

Licensed Practical Nurses (LPNs) shall not be assigned phone triage, but may be assigned phone screening. The hours of work of LPNs shall not be affected because they are unable to be assigned phone triage work.

ARTICLE 46
TERM OF AGREEMENT

This Agreement shall be effective on the 9th day of February, 2005, and shall remain in full force and effect from February 9, 2005, through January 31, 2008, and shall be renewed from year to year thereafter subject to reopening by either party upon ninety (90) calendar days written notice to the other party prior to January 31, 2008, or any January 31, anniversary date thereafter.

IN WITNESS WHEREOF, the duly authorized undersigned parties have hereunto fixed their signatures.

Dated this 25TH day of APRIL, 2005.

GROUP HEALTH, INC.

MINNESOTA'S HEALTH CARE UNION
SEIU, LOCAL NO. 113

Lynelle Wood

Lynelle Wood
Director, Labor Relations
And Human Resources Compliance

Kevin Kuehn

Kevin Kuehn
Business Representative

Dave Arthur

Dave Arthur
Labor Relations and Human Resources
Compliance Consultant

Julie Schnell

Julie Schnell
President

Calvin Allen

Calvin Allen

Jayne Hetchler

Jayne Hetchler
Business Representative

Peg Breslin

Peg Breslin

Becky Albus

Becky Albus

APPENDIX A
WAGE SCALES

Beginning effective February 1, 2005, through the term of the Agreement, the wages for all Employees shall be increased in accordance with the salary ranges from the minimum to maximum and salary increments as outlined in attached wage schedule.

UNN 1
WAGE SCALES EFFECTIVE 2/01/2005 - 1/31/2008

JOB TITLE	JOB CODE	UNIT	SALARY GRADE	EFF DATE	START STEP 1	6 MOS STEP 2	1 YEAR STEP 3	2 YEAR STEP 4	3 YEAR STEP 5	4 YEAR STEP 6	5 YEAR STEP 7	6 YEAR STEP 8	7 YEAR STEP 9	8 YEAR STEP 10	9 YEAR STEP 11	10 YEAR STEP 12	
Aide	120030	1	U5	2/1/2005	11.86	12.07	12.38	12.66	12.93	13.19	13.53	13.82	14.15	14.47	14.75	15.09	
Aide	120030	1	U5	2/1/2006	12.22	12.43	12.75	13.04	13.32	13.59	13.94	14.23	14.57	14.90	15.19	15.54	
Aide	120030	1	U5	2/1/2007	12.59	12.80	13.13	13.43	13.72	14.00	14.36	14.66	15.01	15.35	15.65	16.01	
Audiologist Assistant	120599	1	U6	2/1/2005	12.15	12.41	12.66	12.96	13.20	13.49	13.76	14.08	14.36	14.62	14.94	15.24	
Audiologist Assistant	120599	1	U6	2/1/2006	12.51	12.78	13.04	13.36	13.60	13.89	14.17	14.50	14.79	15.06	15.39	15.70	
Audiologist Assistant	120599	1	U6	2/1/2007	12.89	13.16	13.43	13.75	14.01	14.31	14.60	14.94	15.23	15.51	15.85	16.17	
Building Engineer I	120540	1	U45	2/1/2005	15.31	15.56	15.86	16.18	16.45	16.75	17.02	17.33	17.65	17.93	18.29	18.64	
Building Engineer I	120540	1	U45	2/1/2006	15.77	16.05	16.34	16.67	16.94	17.25	17.53	17.85	18.18	18.47	18.84	19.20	
Building Engineer I	120540	1	U45	2/1/2007	16.24	16.53	16.83	17.17	17.45	17.77	18.06	18.39	18.73	19.02	19.41	19.76	
Building Engineer II	120350	1	U3	2/1/2005	20.01	20.46	20.80	21.27	21.72	22.18	22.58	23.07	23.50	23.93	24.44	24.90	
Building Engineer II	120350	1	U3	2/1/2006	20.81	21.67	21.42	21.91	22.37	22.85	23.26	23.76	24.21	24.65	25.17	25.65	
Building Engineer II	120350	1	U3	2/1/2007	21.23	21.70	22.06	22.57	23.04	23.54	23.96	24.47	24.94	25.39	25.93	26.42	
Certified Medical Asst./Registered Medical Asst.	120550	1	U47	2/1/2005	13.14	13.42	13.69	13.98	14.28	14.57	14.87	15.20	15.51	15.81	16.13	16.46	
Certified Medical Asst./Registered Medical Asst.	120550	1	U47	2/1/2006	13.53	13.82	14.10	14.40	14.71	15.01	15.32	15.66	15.96	16.28	16.61	16.95	
Certified Medical Asst./Registered Medical Asst.	120550	1	U47	2/1/2007	13.94	14.23	14.52	14.83	15.15	15.46	15.78	16.13	16.46	16.77	17.11	17.46	
Certified Ophthalmic Assistant	120780	1	U4	2/1/2005	18.25	18.61	18.96	19.28	19.61	19.93	18.03	18.47	18.85	19.21	19.55	19.94	20.35
Certified Ophthalmic Assistant	120780	1	U4	2/1/2006	18.74	19.11	19.47	19.80	18.14	18.57	19.02	19.42	19.79	20.24	20.54	20.96	
Certified Ophthalmic Assistant	120780	1	U4	2/1/2007	19.24	19.62	19.99	20.33	20.68	19.73	19.59	20.00	20.38	20.85	21.16	21.59	
Custodian	120060	1	U1	2/1/2005	11.47	11.75	11.98	12.27	12.54	12.78	13.03	13.29	13.58	13.80	14.10	14.31	
Custodian	120060	1	U1	2/1/2006	11.81	12.10	12.34	12.64	12.92	13.16	13.42	13.69	13.99	14.21	14.52	14.74	
Custodian	120060	1	U1	2/1/2007	12.16	12.46	12.71	13.02	13.31	13.55	13.82	14.10	14.41	14.64	14.96	15.18	
Hospice Home Health Assistant	122490	1	U6	2/1/2005	12.15	12.41	12.66	12.96	13.20	13.49	13.76	14.08	14.36	14.62	14.94	15.24	
Hospice Home Health Assistant	122490	1	U6	2/1/2006	12.51	12.78	13.04	13.36	13.60	13.89	14.17	14.50	14.79	15.06	15.39	15.70	
Hospice Home Health Assistant	122490	1	U6	2/1/2007	12.89	13.16	13.43	13.75	14.01	14.31	14.60	14.94	15.23	15.51	15.85	16.17	
Lab Assistant	122480	1	U65	2/1/2005	12.35	12.61	12.85	13.15	13.41	13.71	13.98	14.28	14.56	14.84	15.18	15.48	
Lab Assistant	122480	1	U65	2/1/2006	12.72	12.99	13.24	13.54	13.81	14.12	14.40	14.71	15.00	15.29	15.61	15.94	
Lab Assistant	122480	1	U65	2/1/2007	13.10	13.38	13.64	13.95	14.22	14.54	14.83	15.15	15.45	15.75	16.08	16.42	
Maintenance Assistant	120410	1	U2	2/1/2005	13.25	13.48	13.76	14.09	14.36	14.61	14.87	15.19	15.52	15.78	16.11	16.44	
Maintenance Assistant	120410	1	U2	2/1/2006	13.65	13.89	14.17	14.51	14.79	15.05	15.32	15.65	15.99	16.23	16.59	16.93	
Maintenance Assistant	120410	1	U2	2/1/2007	14.06	14.31	14.60	14.95	15.23	15.50	15.78	16.12	16.47	16.72	17.09	17.44	
Medical Assistant/Sterilization Aide	120680	1	U6	2/1/2005	12.15	12.41	12.66	12.96	13.20	13.49	13.76	14.08	14.36	14.62	14.94	15.24	
Medical Assistant/Sterilization Aide	120680	1	U6	2/1/2006	12.51	12.78	13.04	13.35	13.60	13.89	14.17	14.50	14.79	15.06	15.39	15.70	
Medical Assistant/Sterilization Aide	120680	1	U6	2/1/2007	12.89	13.16	13.43	13.75	14.01	14.31	14.60	14.94	15.23	15.51	15.85	16.17	
Ophthalmic/Optomtric Assistant	121380	1	U14	2/1/2005	14.85	14.96	15.32	15.55	15.86	16.19	16.53	16.87	17.22	17.56	17.90	18.26	
Ophthalmic/Optomtric Assistant	121380	1	U14	2/1/2006	15.09	15.41	15.75	16.02	16.34	16.68	17.03	17.38	17.74	18.09	18.44	18.81	
Ophthalmic/Optomtric Assistant	121380	1	U14	2/1/2007	15.94	15.87	16.25	16.50	16.83	17.18	17.54	17.90	18.27	18.63	18.99	19.37	

UNIT 1
WAGE SCALES EFFECTIVE 2/01/2005 - 1/31/2008

JOB TITLE	JOB CODE	UNIT	SALARY GRADE	EFF DATE	START STEP 1	6 MOS STEP 2	1 YEAR STEP 3	2 YEAR STEP 4	3 YEAR STEP 5	4 YEAR STEP 6	5 YEAR STEP 7	6 YEAR STEP 8	7 YEAR STEP 9	8 YEAR STEP 10	9 YEAR STEP 11	10 YEAR STEP 12
Optical Lab Assistant	123500	1	U66	2/1/2005	12.76	13.04	13.31	13.61	13.87	14.17	14.45	14.77	15.06	15.35	15.66	16.00
Optical Lab Assistant	123500	1	U66	2/1/2006	13.14	13.43	13.71	14.02	14.29	14.60	14.88	15.21	15.51	15.91	16.13	16.48
Optical Lab Assistant	123500	1	U66	2/1/2007	13.53	13.83	14.12	14.44	14.72	15.04	15.33	15.67	15.98	16.28	16.61	16.97
Phlebotomist	120570	1	U6	2/1/2005	12.15	12.41	12.66	12.96	13.20	13.49	13.76	14.08	14.36	14.62	14.94	15.24
Phlebotomist	120570	1	U6	2/1/2006	12.51	12.78	13.04	13.35	13.60	13.89	14.17	14.50	14.78	15.06	15.39	15.70
Phlebotomist	120570	1	U6	2/1/2007	12.89	13.16	13.43	13.75	14.01	14.31	14.60	14.94	15.23	15.51	15.85	16.17
X-Ray Operator	128100	1	U62	2/1/2005	14.65	14.78	15.07	15.37	15.69	16.00	16.32	16.63	16.97	17.31	17.65	18.01
X-Ray Operator	128100	1	U62	2/1/2006	15.09	15.22	15.52	15.83	16.16	16.48	16.81	17.13	17.48	17.83	18.18	18.55
X-Ray Operator	128100	1	U62	2/1/2007	15.54	15.68	15.99	16.30	16.64	16.97	17.31	17.64	18.00	18.36	18.73	19.11

UNIT 2
WAGE SCALES EFFECTIVE 2/01/2005 - 1/31/2008

JOB TITLE	JOB CODE	UNIT	SALARY GRADE	EFF DATE	START STEP 1	6 MOS STEP 2	1 YEAR STEP 3	2 YEAR STEP 4	3 YEAR STEP 5	4 YEAR STEP 6	5 YEAR STEP 7	6 YEAR STEP 8	7 YEAR STEP 9	8 YEAR STEP 10	9 YEAR STEP 11	10 YEAR STEP 12
Certified Ophthalmic Technician	120680	2	U19	2/1/2005	22.77	23.23	23.74	24.26	24.78	25.28	25.78	26.28	26.77	27.27	27.76	28.24
Certified Ophthalmic Technician	120680	2	U19	2/1/2006	23.45	23.93	24.45	24.99	25.52	26.04	26.55	27.07	27.57	28.14	28.70	29.27
Certified Ophthalmic Technician	120680	2	U19	2/1/2007	24.15	24.65	25.18	25.74	26.29	26.82	27.35	27.88	28.40	28.98	29.56	30.15
Certified Ophthalmic Technologist	120800	2	U20	2/1/2005	23.75	24.30	24.83	25.38	25.95	26.45	26.94	27.47	28.02	28.56	29.17	29.74
Certified Ophthalmic Technologist	120800	2	U20	2/1/2006	24.50	25.03	25.57	26.14	26.73	27.24	27.75	28.29	28.86	29.42	30.05	30.63
Certified Ophthalmic Technologist	120800	2	U20	2/1/2007	25.24	25.78	26.34	26.92	27.53	28.06	28.58	29.14	29.73	30.30	30.95	31.55
Certified Orthoptist	120860	2	U52	2/1/2005	24.28	24.72	25.45	26.25	27.02	27.83	28.65	29.52	30.42	31.31	32.31	33.24
Certified Orthoptist	120860	2	U52	2/1/2006	24.99	25.46	26.21	27.04	27.83	28.66	29.51	30.41	31.33	32.25	33.28	34.24
Certified Orthoptist	120860	2	U52	2/1/2007	25.74	26.22	27.00	27.85	28.88	29.52	30.40	31.32	32.27	33.22	34.28	35.27
Contact Lens Technician	122900	2	U56	2/1/2005	18.44	18.74	19.06	19.29	19.57	19.87	20.20	20.52	20.84	21.15	21.44	21.78
Contact Lens Technician	122900	2	U56	2/1/2006	18.89	19.30	19.63	19.87	20.15	20.47	20.81	21.14	21.47	21.78	22.08	22.43
Contact Lens Technician	122900	2	U56	2/1/2007	19.58	19.88	20.22	20.47	20.76	21.08	21.43	21.77	22.11	22.43	22.74	23.10
Dental Assistant	120810	2	U21	2/1/2005	16.32	16.70	16.98	17.35	17.78	18.21	18.54	18.89	19.38	19.78	20.23	20.57
Dental Assistant	120810	2	U21	2/1/2006	16.81	17.20	17.49	17.87	18.29	18.76	19.10	19.58	19.94	20.37	20.84	21.18
Dental Assistant	120810	2	U21	2/1/2007	17.31	17.72	18.01	18.41	18.84	19.32	19.67	20.15	20.54	20.98	21.47	21.83
Education Specialist - Refractive Surgery	121680	2	U59	2/1/2005	21.85	22.29	22.81	23.29	23.79	24.29	24.78	25.27	25.77	26.30	26.83	27.38
Education Specialist - Refractive Surgery	121680	2	U59	2/1/2006	22.51	22.86	23.49	23.99	24.50	25.02	25.52	26.03	26.54	27.09	27.63	28.20
Education Specialist - Refractive Surgery	121680	2	U59	2/1/2007	23.19	23.65	24.19	24.71	25.24	25.77	26.29	26.81	27.34	27.90	28.46	29.05
Electroneurodiagnostic Technologist I	122600	2	U51	2/1/2005	17.95	18.38	18.76	19.11	19.53	19.93	20.33	20.78	21.19	21.66	22.07	22.55
Electroneurodiagnostic Technologist I	122600	2	U51	2/1/2006	18.49	18.91	19.32	19.68	20.12	20.53	20.94	21.40	21.63	22.31	22.73	23.23
Electroneurodiagnostic Technologist I	122600	2	U51	2/1/2007	19.04	19.48	19.80	20.22	20.72	21.15	21.57	22.04	22.48	22.98	23.41	23.93
Electroneurodiagnostic Technologist II	120080	2	U12	2/1/2005	18.78	19.18	19.58	19.94	20.36	20.78	21.17	21.51	22.02	22.48	22.92	23.39
Electroneurodiagnostic Technologist II	120080	2	U12	2/1/2006	19.34	19.77	20.17	20.54	20.97	21.40	21.81	22.28	22.68	23.15	23.61	24.06
Electroneurodiagnostic Technologist II	120080	2	U12	2/1/2007	19.92	20.36	20.78	21.16	21.60	22.04	22.46	22.93	23.36	23.84	24.32	24.81
Electroneurodiagnostic Technologist III	123200	2	U57	2/1/2005	19.61	20.02	20.40	20.79	21.20	21.61	22.00	22.43	22.86	23.33	23.75	24.22
Electroneurodiagnostic Technologist III	123200	2	U57	2/1/2006	20.20	20.62	21.01	21.41	21.84	22.26	22.66	23.10	23.55	24.03	24.48	24.95
Electroneurodiagnostic Technologist III	123200	2	U57	2/1/2007	20.81	21.24	21.64	22.05	22.50	22.93	23.34	23.79	24.28	24.75	25.19	25.70
Hospice LPN	121340	2	U10	2/1/2005	14.65	14.94	15.24	15.60	15.92	16.28	17.14	17.51	17.90	18.27	18.68	19.02
Hospice LPN	121340	2	U10	2/1/2006	15.09	15.39	15.70	16.07	16.40	16.77	17.65	18.04	18.44	18.82	19.24	19.59
Hospice LPN	121340	2	U10	2/1/2007	15.54	15.85	16.17	16.55	16.89	17.27	18.18	18.58	18.99	19.38	19.82	20.18
Lab Optician	120480	2	U44	2/1/2005	16.09	16.42	16.72	17.08	17.42	17.77	18.12	18.48	18.86	19.23	19.61	20.02
Lab Optician	120480	2	U44	2/1/2006	16.57	16.91	17.22	17.59	17.94	18.36	18.73	19.03	19.43	19.81	20.20	20.62
Lab Optician	120480	2	U44	2/1/2007	17.07	17.42	17.74	18.12	18.48	18.85	19.22	19.60	20.01	20.40	20.81	21.24
Lab Scheduler	123610	2	U69	2/1/2005	17.81	18.16	18.48	18.81	19.27	19.61	20.05	20.49	20.88	21.27	21.97	22.34
Lab Scheduler	123610	2	U69	2/1/2006	18.34	18.70	19.03	19.37	19.85	20.20	20.65	21.10	21.48	21.91	22.83	23.01
Lab Scheduler	123610	2	U69	2/1/2007	18.89	19.26	19.80	19.85	20.45	20.81	21.27	21.73	22.13	22.57	23.31	23.70

UNIT 2
WAGE SCALES EFFECTIVE 2/1/2005 - 1/31/2008

JOB TITLE	JOB CODE	UNIT	SALARY GRADE	EFF DATE	START STEP 1	6 MOS STEP 2	1 YEAR STEP 3	2 YEAR STEP 4	3 YEAR STEP 5	4 YEAR STEP 6	5 YEAR STEP 7	6 YEAR STEP 8	7 YEAR STEP 9	8 YEAR STEP 10	9 YEAR STEP 11	10 YEAR STEP 12
Lab Support Specialist	122810	2	U16	2/1/2005	15.45	15.76	16.07	16.40	16.72	17.06	17.40	17.75	18.10	18.47	18.84	19.21
Lab Support Specialist	122910	2	U16	2/1/2006	15.91	16.23	16.55	16.89	17.22	17.57	17.92	18.26	18.64	19.02	19.41	19.79
Lab Support Specialist	122910	2	U16	2/1/2007	16.39	16.72	17.05	17.40	17.74	18.10	18.46	18.83	19.20	19.59	19.99	20.38
LPN	120020	2	U10	2/1/2005	14.65	14.94	15.24	15.90	15.92	16.28	17.14	17.51	17.90	18.27	18.88	19.02
LPN	120020	2	U10	2/1/2006	15.09	15.39	15.70	16.07	16.40	16.77	17.85	18.04	18.44	18.82	19.24	19.58
LPN	120020	2	U10	2/1/2007	15.54	15.85	16.17	16.55	16.88	17.27	18.18	18.58	18.99	19.38	19.82	20.18
Medical Lab Technician	120050	2	U11	2/1/2005	16.19	16.51	16.80	17.10	17.52	17.83	18.23	18.62	18.98	19.33	19.97	20.31
Medical Lab Technician	120050	2	U11	2/1/2006	16.88	17.01	17.30	17.61	18.05	18.38	18.78	19.16	19.53	19.91	20.57	20.92
Medical Lab Technician	120050	2	U11	2/1/2007	17.18	17.52	17.82	18.14	18.59	18.91	19.34	19.76	20.12	20.51	21.19	21.55
Non-Certified Ophthalmic Technician	120670	2	U18	2/1/2005	17.29	17.64	17.95	18.33	18.72	19.09	19.47	19.83	20.29	20.64	21.08	21.51
Non-Certified Ophthalmic Technician	120670	2	U18	2/1/2006	17.81	18.17	18.49	18.88	19.28	19.86	20.05	20.42	20.90	21.28	21.71	22.18
Non-Certified Ophthalmic Technician	120670	2	U18	2/1/2007	18.34	18.72	19.04	19.45	19.86	20.25	20.65	21.03	21.53	21.90	22.36	22.82
Ophthalmic Photographer	120110	2	U9	2/1/2005	21.21	21.65	22.06	22.52	22.97	23.44	23.88	24.41	24.86	25.42	25.96	26.45
Ophthalmic Photographer	120110	2	U9	2/1/2006	21.85	22.30	22.72	23.20	23.66	24.14	24.60	25.14	25.61	26.18	26.73	27.24
Ophthalmic Photographer	120110	2	U9	2/1/2007	22.51	22.97	23.40	23.90	24.37	24.86	25.34	25.89	26.38	26.97	27.53	28.06
Optician	120280	2	U17	2/1/2005	17.63	17.97	18.33	18.70	19.07	19.47	19.83	20.25	20.62	21.07	21.44	21.92
Optician	120280	2	U17	2/1/2006	18.18	18.51	18.88	19.26	19.64	20.05	20.42	20.87	21.24	21.70	22.08	22.58
Optician	120280	2	U17	2/1/2007	18.70	19.07	19.45	19.84	20.23	20.65	21.03	21.50	21.88	22.35	22.74	23.28
Radiologic Technologist	120100	2	U13	2/1/2005	18.15	18.42	18.79	19.17	19.56	20.03	20.65	21.26	21.65	22.12	22.53	23.00
Radiologic Technologist	120100	2	U13	2/1/2006	18.69	18.97	19.35	19.75	20.15	20.63	21.48	21.90	22.30	22.78	23.21	23.69
Radiologic Technologist	120100	2	U13	2/1/2007	19.25	19.64	19.93	20.34	20.75	21.25	22.12	22.56	22.97	23.46	23.91	24.40
Radiology Scheduler	125300	2	U67	2/1/2006	20.71	20.98	21.35	21.70	22.11	22.57	22.96	23.37	23.73	24.17	24.58	25.01
Radiology Scheduler	125300	2	U67	2/1/2006	21.33	21.61	21.99	22.35	22.77	23.25	23.65	24.07	24.44	24.90	25.32	25.76
Radiology Scheduler	125300	2	U67	2/1/2007	21.97	22.26	22.65	23.02	23.45	23.95	24.38	24.79	25.17	25.65	26.08	26.53
Sonographer	120130	2	U15	2/1/2005	24.61	25.08	25.50	26.03	26.51	27.01	27.51	28.10	28.60	29.20	29.81	30.37
Sonographer	120130	2	U15	2/1/2006	25.35	25.83	26.27	26.81	27.31	27.82	28.34	28.94	29.46	30.08	30.70	31.28
Sonographer	120130	2	U15	2/1/2007	26.11	26.60	27.05	27.61	28.13	28.65	29.19	29.81	30.34	30.98	31.62	32.22

UNIT 3
WAGE SCALES EFFECTIVE 2/01/2005 - 1/31/2008

JOB TITLE	JOB CODE	UNIT	SALARY GRADE	EFF DATE	START	6 MOS	1 YEAR	2 YEAR	3 YEAR	4 YEAR	5 YEAR	6 YEAR	7 YEAR	8 YEAR	9 YEAR	10 YEAR
					STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	STEP 6	STEP 7	STEP 8	STEP 9	STEP 10	STEP 11	STEP 12
CareLine RN	120770	3	U24	2/1/2005	24.33	24.81	25.54	26.34	27.12	27.92	28.75	29.62	30.51	31.40	32.37	33.32
CareLine RN	120770	3	U24	2/1/2006	25.06	25.55	26.31	27.13	27.93	28.76	29.61	30.51	31.43	32.34	33.34	34.32
CareLine RN	120770	3	U24	2/1/2007	25.81	26.32	27.10	27.94	28.77	29.62	30.50	31.43	32.37	33.31	34.34	35.35
Diabetes Nurse Specialist	123620	3	U45	2/1/2005	23.40	23.87	24.58	25.34	26.08	26.86	27.65	28.48	29.36	30.23	31.18	32.09
Diabetes Nurse Specialist	123620	3	U45	2/1/2006	24.10	24.59	25.32	26.10	26.86	27.67	28.48	29.34	30.24	31.14	32.12	33.05
Diabetes Nurse Specialist	123620	3	U45	2/1/2007	24.82	25.33	26.08	26.88	27.67	28.50	29.33	30.22	31.15	32.07	33.08	34.04
Hospice RN	120530	3	U53	2/1/2005	21.52	21.96	22.62	23.30	24.00	24.72	25.46	26.23	27.02	27.84	28.68	29.52
Hospice RN	120530	3	U53	2/1/2006	22.17	22.62	23.30	24.00	24.72	25.46	26.21	27.02	27.83	28.68	29.52	30.41
Hospice RN	120530	3	U53	2/1/2007	22.84	23.30	24.00	24.72	25.46	26.22	27.00	27.83	28.68	29.54	30.41	31.32
Nurse Clinician	120560	3	U46	2/1/2005	23.40	23.87	24.58	25.34	26.08	26.88	27.65	28.49	29.38	30.23	31.18	32.09
Nurse Clinician	120560	3	U46	2/1/2006	24.10	24.59	25.32	26.10	26.86	27.67	28.48	29.34	30.24	31.14	32.12	33.05
Nurse Clinician	120560	3	U46	2/1/2007	24.82	25.33	26.08	26.88	27.67	28.50	29.33	30.22	31.15	32.07	33.08	34.04
Oncology RN	121050	3	U54	2/1/2005	21.68	22.18	22.82	23.49	24.17	24.84	25.68	26.46	27.25	28.05	28.91	29.77
Oncology RN	121050	3	U54	2/1/2006	22.33	22.85	23.50	24.19	24.90	25.69	26.45	27.25	28.07	28.89	29.78	30.68
Oncology RN	121050	3	U54	2/1/2007	23.00	23.54	24.21	24.92	25.65	26.48	27.24	28.07	28.91	29.76	30.67	31.58
RN	120010	3	U22	2/1/2005	19.70	20.16	20.75	21.36	21.98	22.65	23.35	24.05	24.75	25.50	26.27	27.06
RN	120010	3	U22	2/1/2006	20.29	20.78	21.38	22.00	22.64	23.34	24.05	24.77	25.49	26.27	27.06	27.86
RN	120010	3	U22	2/1/2007	20.90	21.38	22.02	22.68	23.32	24.04	24.77	25.51	26.25	27.08	27.87	28.70

APPENDIX B **AGREEMENTS**

Following are agreements between the parties in effect during the term of the 2002-2005 Collective Bargaining Agreement. It is understood that the terms of these agreements may be subject to change or repeal.

- Pharmacy discount for in stock over-the-counter products at any HealthPartners pharmacy
- Discount for eyeglasses and contact lenses

Letter of Understanding

This Letter of Understanding is made and entered into by and between Group Health, Inc., hereinafter "Employer," and SEIU, Local 113, hereinafter "Union," regarding the use of staff model clinics on a fee for service basis.

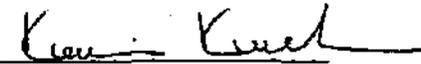
The Employer agrees that, if available, Employees represented by SEIU, Local 113 and their dependents may receive medical and dental services at GHI staff model clinics on the pre-established fee for service basis.

FOR THE EMPLOYER

FOR THE UNION



Lynelle Wood
Director, Labor Relations and
Human Resources Compliance



Kevin Kuehn
Business Representative

Dated this 25TH day of APRIL, 2005.



Corporate Office:
8100 34th Avenue South
Bloomington, MN 55425
www.healthpartners.com

Mailing Address:
P.O. Box 1309
Minneapolis, MN 55440-1309

January 29, 2002

Julie Schnell
President
SEIU, Local 113
675 Stinson Blvd. Suite 200
Mpls. MN 55413

Dear Julie,

This letter is to confirm the parties understanding regarding work on Christmas Eve in the Central Lab. My understanding is that Central Lab's current practice is Employees do not work past 6:00 or 6:30 p.m. on Christmas Eve. If the Employer were to schedule Employees differently on Christmas Eve with the result that Employees work past this time, prior to any implementation, the Employer will meet with the Union to discuss the application of Article 20, Section 1.

Sincerely,

A handwritten signature in cursive script that reads "Lynelle".

Lynelle Wood
Director, Labor Relations and Human Resources Compliance

Corporate Office:
8100 34th Avenue South
Bloomington, MN 55425
www.healthpartners.com

Mailing Address:
P.O. Box 1309
Minneapolis, MN 55440-1309

February 7, 2002

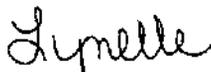
Julie Schnell
President
SEIU, Local 113
675 Stinson Blvd. Suite 200
Mpls. MN 55413

Dear Julie,

This letter is to confirm the understanding that was reached during the negotiations for the 2002-2005 Collective Bargaining Agreement regarding eligibility requirements for Building Engineers for Educational Assistance.

The parties have agreed that employees in the Building Engineer I and Building Engineer II classification can access Educational Assistance without meeting the current requirement under Article 29, Section 1 of attending a course that is credited, e.g., an employee taking a welding class at a vocational school.

Sincerely,



Lynelle Wood
Director, Labor Relations and Human Resources Compliance



Corporate Office:
8100 34th Avenue South
Bloomington, MN 55425
www.healthpartners.com

Mailing Address:
P.O. Box 1309
Minneapolis, MN 55440-1309

November 23, 2004

Kevin Kuehn, Business Representative
SEIU, Local 113
675 Stinson Blvd.
Suite 200, Minneapolis, MN 55413

Dear Kevin,

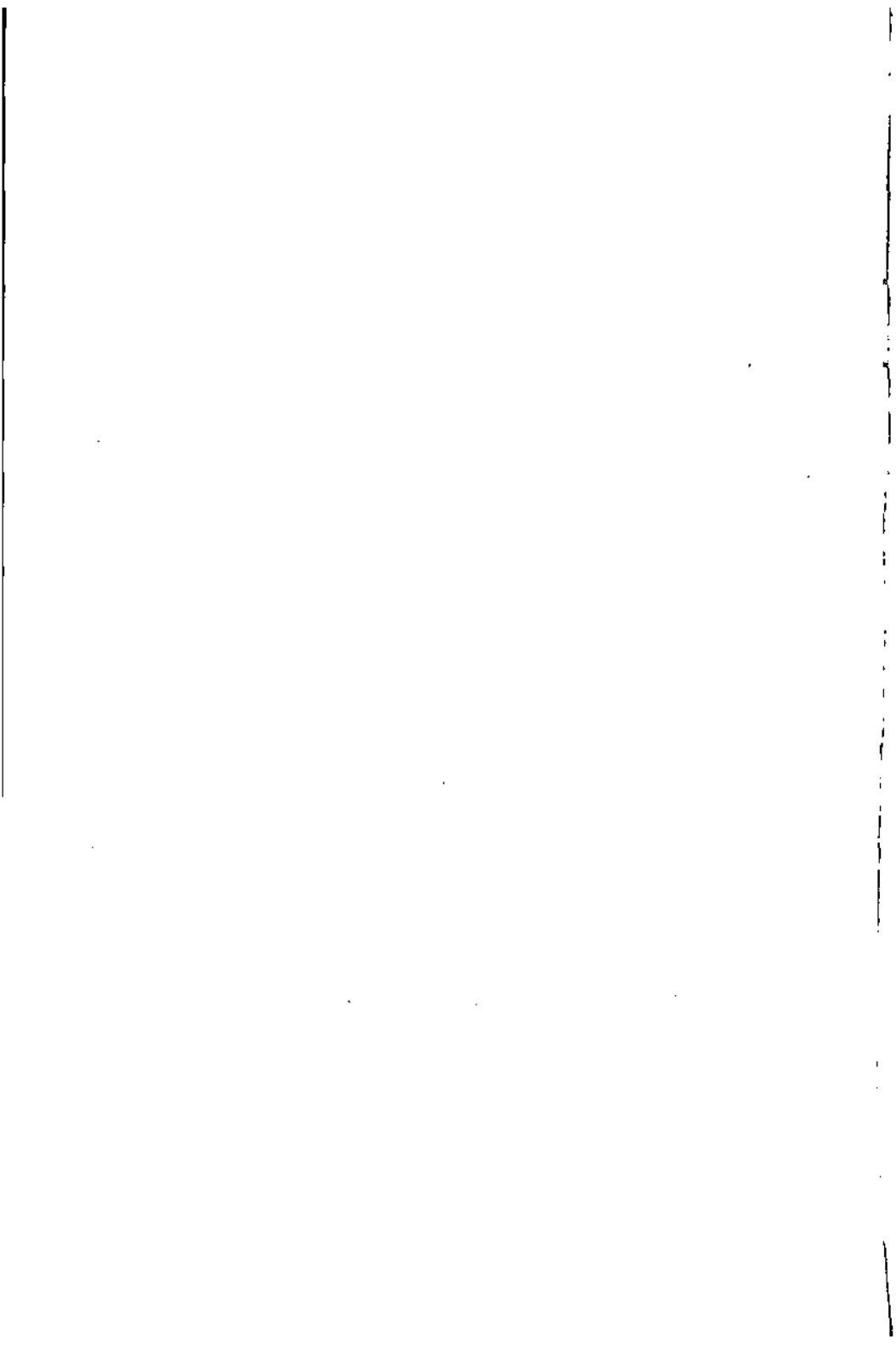
This letter is to confirm the understanding between the parties that was reached during bargaining for the 2005-2008 Collective Bargaining Agreement to create a Task Force regarding PeopleClick, the Human Resources electronic tool for submitting bids for vacancy postings.

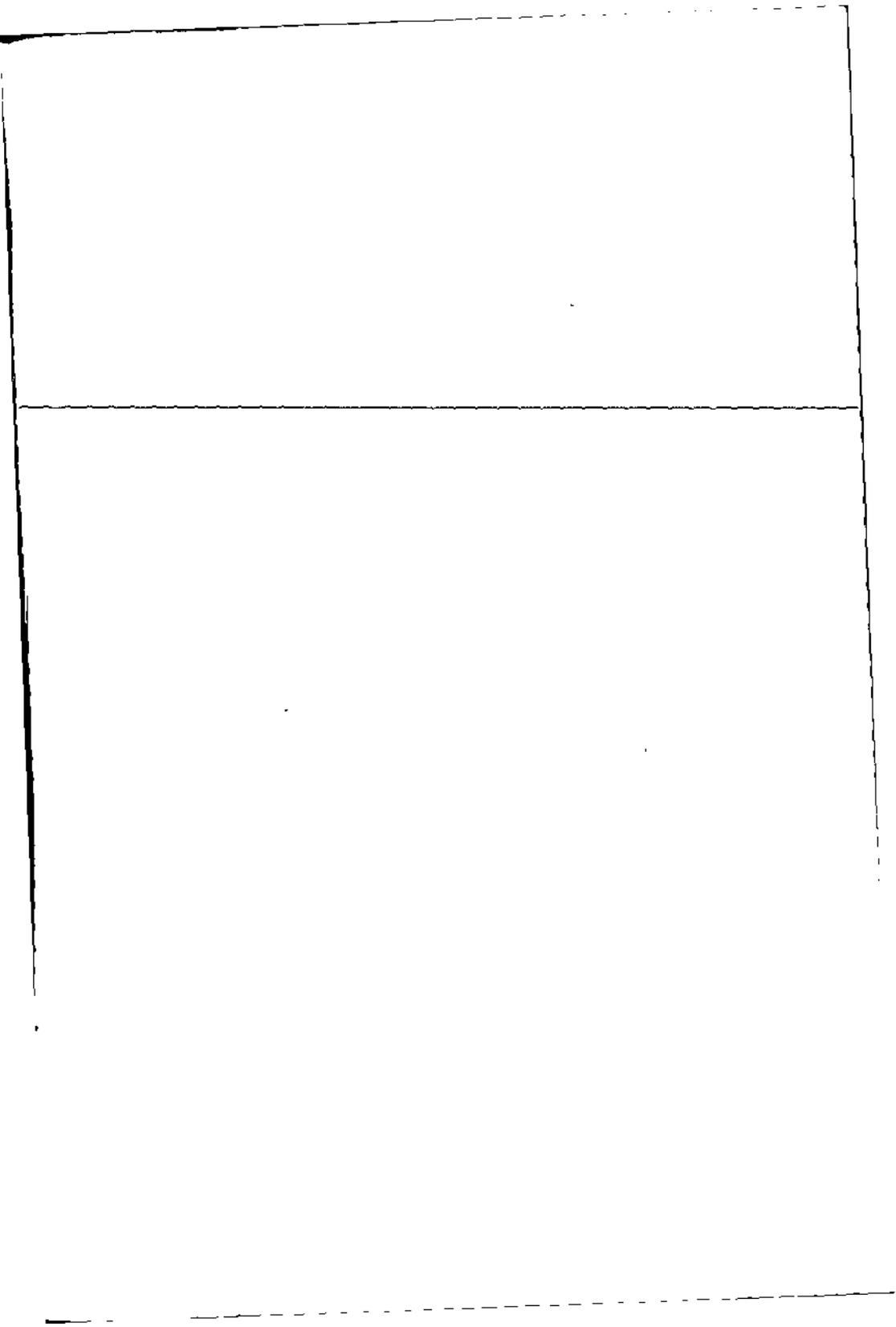
The Task Force will discuss opportunities such as future training to help employees become proficient in the use of PeopleClick.

Sincerely,

A handwritten signature in black ink that reads "Lynelle".

Lynelle Wood
Director, Labor Relations and Human Resources Compliance





MINNESOTA'S
HEALTH CARE UNION
SEIU LOCAL 113
675 Stinson Boulevard
Suite 200
Minneapolis, MN 55413
(612) 331-4690

8037

1,200 ee

COLLECTIVE BARGAINING AGREEMENT

between

GROUP HEALTH, INC.

and

MINNESOTA'S
HEALTH CARE UNION

SEIU, Local No. 113
UNIT IV

Effective
February 9, 2005
through
January 31, 2008

Total : 245 pages

120 pages

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AGREEMENT

This Agreement, made and entered into this 9th day of February, 2005, by and between GROUP HEALTH, INC., hereinafter referred to as the "Employer," and its successors and MINNESOTA'S HEALTH CARE UNION, SEIU, LOCAL NO. 113, hereinafter referred to as the "Union," and its successors.

ARTICLE 1 RECOGNITION

Article 1, Section 1. Definition. The Employer recognizes the Union as the sole and exclusive bargaining representative for all professional Employees employed by the Employer at all building locations and clinics in the Minneapolis/St. Paul seven (7) county metropolitan area, excluding physicians, optometrists, dentists, Employees in other collective bargaining units, managerial Employees, confidential Employees, guards, and Supervisors as defined in the National Labor Relations Act.

Article 1, Section 2. New Classifications. This Agreement shall apply to other classifications that may be established within the scope of the bargaining unit described in Section 1 above.

Article 1, Section 3. Union Exclusivity. The Employer agrees not to enter into any agreement or contract with its Employees (who are in the classifications herein noted), either individually or collectively, that conflicts with any of the provisions of this Agreement.

ARTICLE 2 LABOR MANAGEMENT COOPERATION

Article 2, Section 1. Purpose. The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance that is in the interest of both the Employees and the Employer. To this end, it is recognized that matters other than formal grievances may arise that may be appropriate to discuss in a labor management meeting.

The Union and the Employer may mutually discuss modifications of the Collective Bargaining Agreement for the purposes of pilot projects/new joint ventures. Parameters, timeframes, implementation, and evaluation of these projects shall be established mutually.

Article 2, Section 2. Labor Management Committee. The parties agree to establish the following joint committee on work assignments. The Employer and the Union agree to mutually discuss the definition of work assignments that do and do not result in the creation of a new position. Upon completion of such discussion, the Employer and the Union shall then mutually decide the appropriate manner to resolve this issue.

ARTICLE 3 **MANAGEMENT RIGHTS**

The Union recognizes that the Employer has the obligation of serving its members with the highest quality of medical care, efficiently and economically, and meeting medical emergencies. Except as specifically regulated by this Agreement, the Employer retains its rights, powers, and authority including, but not limited to the right to hire, layoff, promote, demote, transfer, discharge or discipline for cause, to make and require observance of reasonable clinic/location rules and regulations, direct the work force, and the right to determine the materials, means, staffing, and type of service to be provided.

ARTICLE 4 **UNION SECURITY**

Article 4, Section 1. There is a Collective Bargaining Agreement between Group Health, Inc., and Minnesota's Health Care Union, SEIU, Local No. 113 covering wages, hours, and other terms and conditions of employment. The Collective Bargaining Agreement provides that the Union is the sole representative for the classification of work for which Employees are hired. After completion of sixty (60) calendar days of employment, the Collective Bargaining Agreement provides the Employee with the following two (2) choices:

1. Employees may elect to become a Union member and participate fully in the affairs of the Union by paying an initiation fee and monthly dues.
2. Employees may choose not to become a Union member and pay a service fee and monthly fees. Employees shall not be able to attend membership meetings or participate in contract negotiations.

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 the Employee's check and sent to the Union.

Article 4, Section 2. All Employees covered by this Agreement, including temporary Employees, who are now or may hereafter become members of the Union, shall during the life of this Agreement, or any renewal thereof, remain members of the Union in good standing as a condition of employment, except as provided in Section 3. All new Employees who are not members of the Union shall, not later than the sixty-first (61st) calendar day following the commencement of this Agreement, or not later than the sixty-first (61st) calendar day following the commencement of employment, whichever is later, become and remain members of the Union in good standing during the life of this Agreement or any renewal thereof. "In good standing," for the purpose of this Agreement, is defined to mean the payment of a standard initiation fee and standard regular monthly dues. Any Union member who is delinquent in making the payments required herein for more than ten (10) calendar days shall be terminated by the Employer within three (3) calendar days of the Employer's receipt of the written notice.

Article 4, Section 3. Any Employee covered by this Agreement who elects not to become a Union member shall pay to the Union as a condition of continued employment a service fee and monthly fees. Such payments and obligations shall be under the same conditions as applied to Employees that join the Union.

Article 4, Section 4. Any Union member or Employee electing to pay the service fee and dues who is delinquent in making the payments required herein for more than ten (10) calendar days shall be terminated by the Employer within three (3) calendar days of the Employer's receipt of the written notice.

Article 4, Section 5. The Employer agrees to deduct Union dues and initiation fees or service fees and dues from the wages of Employees in the bargaining unit who voluntarily provide the Employer with a written authorization that is irrevocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Such deductions shall be made by the Employer from the wages of the Employees during each calendar month and shall be transmitted to the Union by the tenth (10th) of each month. The Union shall submit a list of Employees from whose pay dues deductions shall be made not later than one (1) week prior to the first (1st) of each month. The Union shall hold the Employer harmless from any dispute with an Employee concerning the deduction made.

Article 4, Section 6. 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.

Article 4, Section 7. The Employer shall send the Union a monthly list of all new Employees, together with their address, classification, social security number, clinic/location, number of hours scheduled per pay period, hourly rate of pay, and date of hire; a monthly list of Employees who permanently changed their FTE or changed their classification and applicable date; a list each pay period of Employees with the number of hours worked that pay period; and a list of Employees who have begun or ended a leave of absence or terminated their employment with Group Health, Inc., and the applicable date.

ARTICLE 5 **UNION REPRESENTATION**

Article 5, Section 1. Steward Activity. The Employer recognizes the right of the Union and its business representative to designate stewards to handle official Union business. Stewards shall be required to handle most Union business outside of working hours. This does not restrict the stewards' activities during lunch or break periods. However, stewards may participate in disciplinary and grievance matters as necessary after appropriate notification to their immediate Supervisor.

Article 5, Section 2. Bulletin Boards. The Employer shall furnish the Union with adequate designated bulletin board space at all clinics/locations of the Employer for the purpose of posting official Union notices.

Article 5, Section 3. Business Representative Activity. The business representative of the Union shall be allowed to visit the premises of the Employer provided that the business representative notifies the Clinic/Location Manager. Non-patient service areas and/or non-occupied patient service areas are to be used for these visits.

Article 5, Section 4. List of Stewards. The Union shall furnish Human Resources with a listing of all stewards on a quarterly basis.

Article 5, Section 5. Behavioral Health. Time spent at a grievance meeting, investigatory interview, disciplinary meeting, or a permanent workforce reduction option notification meeting shall not be considered in determining a therapists' direct service time.

ARTICLE 6
NON-DISCRIMINATION

Article 6, Section 1. Policy. The parties to this Agreement agree to continue their policies of complying with all federal, state, and local laws with respect to non-discrimination against any Employee because of race, creed, religion, color, age, sex, marital status, handicap, veteran status, or national origin. The Employer and the Union shall not discriminate against any Employee ~~because of political affiliation or Union activity.~~

Article 6, Section 2. Equal Employment Opportunity Policy. According to the Employer, its Equal Employment Opportunity Policy is in accordance with all applicable laws, directives, and regulations of federal and state governmental agencies.

Article 6, Section 3. Reasonable Accommodation. The Union and the Employer shall reasonably accommodate qualified disabled Employees consistent with the Minnesota Human Rights Act (MHRA) and the Americans with Disabilities Act (ADA).

ARTICLE 7
SENIORITY

Article 7, Section 1. Seniority Lists. Human Resources will prepare a seniority list of all Employees covered by this Agreement specifying the Employee's name, most recent hiring date, job classification, clinic/location where assigned for his/her first position, and seniority hours. Such lists shall be prepared on a quarterly basis and shall be based on transactions occurring up to and through the pay period end date closest to December 1, March 1, June 1, and September 1. Such lists shall be furnished to the Union and stewards. This listing shall be posted at all clinics/locations for Employee review at the same time it is furnished quarterly to the Union.

In the event two (2) or more Employees have the same number of seniority hours, but different hiring dates, the seniority placement shall be determined by the Employees' hiring date. The Employee with the earliest hiring date shall be deemed the most senior. This shall be identified as such on the seniority list.

In the event two (2) or more Employees have the same hiring date and the same number of seniority hours, the seniority placement shall be determined by the last four digits of the Employees' Social Security Number. The Employee with the lowest four digit number shall be deemed the most senior. This shall be identified as such on the seniority list.

Article 7, Section 2. Definition.

- A. **All Employees:** Seniority shall be defined as the Employee's total compensated (not including overtime) hours from the last date of hire with the Employer for all Employees on a system-wide basis regardless of any changes in classification. All compensated holidays, vacation, sick leave, and workers compensation hours shall be computed as seniority hours. *Voluntary leave status and involuntary leave status shall also be computed as seniority hours.* In addition, if an Employee is scheduled for hours of work that do not include time for a rest period and/or a meal period, the hours worked during the rest period and/or meal period shall be computed as seniority hours if such time is compensated.

No Employee shall accrue more than seventy-five (75) hours of seniority per pay period.

An Employee leaving the bargaining unit for a non-bargaining unit GHI position on or after February 19, 1999 shall have his/her seniority restored, excluding time spent outside of the bargaining unit, if he/she returns to the bargaining unit within six (6) months of leaving the bargaining unit. Such Employees shall not be able to use previously earned seniority until six (6) months after re-entering the bargaining unit.

- B. **Behavioral Health** For purposes of seniority for Psychotherapists, there shall be the following lists:
1. Psychotherapist Chemical Health
 2. Psychotherapist Behavioral Health

Any therapist hired before February 1, 2002 may continue to provide therapy in his/her current service unit (adult/child) or to provide full or limited therapy in both divisions.

Any therapist hired after February 1, 2002 shall be expected to be available to provide therapy in both divisions.

In the event of a permanent workforce reduction, a Behavioral Health provider affected in the classification being reduced in hours or eliminated may use his/her seniority to bump into one of the other Behavioral Health provider classifications if he/she is qualified and has greater seniority than the Employee who is being bumped.

Article 7, Section 3. Appeals. Employees should review the seniority list and verify the accuracy of the information on the seniority list. If the Employee believes there is a discrepancy in the hours accumulated since the previous list or identifies wrong name spellings, hire dates, etc., the Employee must notify Human Resources in writing within thirty (30) calendar days of the date of the posting of the seniority list. Human Resources shall notify the Employee in writing of the receipt of his/her written appeal. These questions shall be investigated and changes made when appropriate.

If the discrepancy in hours goes beyond the previous seniority list, Human Resources and/or the Union shall investigate and make changes when appropriate. In both cases, a new seniority list shall not be reposted until the upcoming seniority list is to be posted.

Article 7, Section 4. Loss of Seniority. An Employee shall lose seniority for the following reasons:

1. Voluntary quit or discharge for cause.
2. Laid off for more than twelve (12) months.
3. Retirement.

Article 7, Section 5. Vacation Preference. Vacation preference shall be based on seniority as outlined in Article 21.

ARTICLE 8 **TEMPORARY EMPLOYEES, ON-CALL EMPLOYEES,** **AND PART-TIME EMPLOYEES**

Article 8, Section 1. Definition. A temporary Employee is hired as a replacement or for work designated at the time of hire for a limited period of time not to exceed six (6) months. However, a temporary Employee may be hired for a period to exceed six (6) months:

1. If the Employee is covering for a leave of absence that will last longer than six (6) months, but less than twelve (12) months. However, such temporary employment may exceed twelve (12) months if the Employee is covering for an Employee who because of exhaustion of sick leave prior to being placed on a medical leave of absence the Employee's total time away from work exceeds twelve (12) months; or
2. For the time period that the Employer is attempting to fill a vacancy.

Article 8, Section 2. Notification of End of Temporary Status. Prior to the close of the six (6) month period, the end of the leave of absence, if such leave exceeds six (6) months, or the filling of the vacancy, the Employee is to be notified that the position is to terminate.

Article 8, Section 3. Hiring into a Permanent Position. Temporary Employees who are hired by the Employer with no break in service shall have service credit for seniority, personal holiday, vacation, and sick leave, longevity, and step movement retroactive to the original (temporary) date of hire.

Article 8, Section 4. On-Call Employees. An on-call Employee shall be considered to have voluntarily terminated if he/she does not work for two (2) months and has been called to work during this period, unless the Employee has made it known he/she shall be unavailable because of medical reasons for a period of time not to exceed six (6) months.

Article 8, Section 5. Part-Time Conversion. Part-time Employees who work thirty (30) hours or more for six (6) consecutive months, other than as a replacement for a leave of absence, shall be assigned a schedule reflecting the number of hours the Employee had been working during the previous consecutive six (6) months and shall receive appropriate benefits.

ARTICLE 9 **VACANCIES AND FILLING OF POSITIONS**

Article 9, Section 1. Reassignment and Restructuring.

- A. **All Employees:** The care unit/work unit has the ability to reassign work or restructure work within that care unit/work unit prior to posting a vacancy. Such reassignment or restructuring may include changing days off, changing start and end times, and changing job responsibilities. However, such reassignment or restructuring shall not change an Employee's FTE, except as provided in Section 4. Any reassignment or restructuring that would modify the Collective Bargaining Agreement shall be agreed to by the Union and Human Resources prior to it becoming effective. Such approval shall not be unreasonably denied by either party. If the care unit/work unit cannot agree to the method of reassignment or restructuring, it shall be accomplished pursuant to the provisions of the Collective Bargaining Agreement.

- B. Psychotherapists: The parties recognize that there may be a need for reassignment to a service unit (Adult, Child/Adolescent, or Chemical Health) other than the Employee's normal service unit at the employee's location to meet fluctuating needs for patient care within the Behavioral Health Department or in conjunction with the integration of Behavioral Health Services within the medical clinics.

The parties also recognize that currently employed therapists may require mentoring that could involve a period of time and guidance to develop a repertoire of skills specific to the new service unit and/or introduction to the particular professional practices as it relates to the Behavioral Health Department (e.g., familiarity with forms, reporting policies, outside referral sources, etc.).

In order to allow the most flexibility for providing services as needed and in order to ensure that therapists are competent to practice in the new service area, reassignment shall occur as follows:

1. Offer to the most senior qualified volunteer who would not require mentoring.
2. If the above does not exist, assign to the least senior qualified therapist who would not require mentoring.
3. If none of the above exists, offer to the most senior qualified volunteer who would require mentoring.
4. If none of the above exists, assign to the least senior qualified therapist who would require mentoring.

The therapist and the Supervisor shall work together to determine the need for a professional development plan and, if appropriate, prepare a plan regarding the length of time and process for mentoring to meet the specific needs of the therapist who is being reassigned.

Mentoring shall not exceed six (6) months and may be ended at any time with mutual agreement of the therapist and the Supervisor.

The Employer and the Union commit to integrate Behavioral Health professionals and the delivery of Behavioral Health services within the medical clinics. Such work may require cross-over work.

Article 9, Section 2. Permanent Vacancies. Whenever permanent vacancies occur, Employees currently in that job title within the department within the clinic/location shall have the ability to move into that vacant schedule provided the schedule change will not result in an increase or decrease of their FTE. The position shall be awarded to the most senior qualified Employee expressing interest.

If the vacancy is not filled above, the vacancy or the remaining vacancy shall be available electronically, if accessible, or posted at all clinics/locations for a period of three (3) working days (See Article 40, for filling of lead positions).

The posting for such vacancies shall contain the anticipated hours per pay period, department and clinic/location, anticipated days of work, hiring Supervisor's name, location, and phone number and a general description of the duties. In addition, if the vacancy requires specific qualifications, such qualifications shall be contained on the posting.

Permanent vacancies shall be reposted every two (2) months if still filled by outside agency personnel until such vacancies have been filled.

Article 9, Section 3. Reasonable Accommodation. The Employer may reassign an Employee temporarily (for a period not to exceed six (6) months) to a vacant position outside of the posting and bidding procedures to accommodate an Employee's medical restrictions. Such restrictions must be provided by an appropriate physician and submitted to the Employer in writing. The Employer may request a second medical opinion with the medical practitioner to be selected by the Employer and the cost of the second opinion to be borne by the Employer.

Article 9, Section 4. Permanent Addition/Reduction in Hours. The permanent addition or reduction of hours not to exceed four (4) hours per week (five (5) hours per week for Employees working an extended hour schedule) shall be offered by seniority to Employees in a classification at the clinic/location where the hours are available without posting system-wide. The addition or reduction of such hours shall be voluntary on the part of the Employee.

Article 9, Section 5. Temporary Vacancies. Temporary vacancies that are to be filled and that are expected to exceed sixty (60) calendar days shall be posted at the clinic/location involved. (When filling temporary vacancies from within a clinic/location, where consistent with clinic/location operating needs, consideration shall be given to seniority of the Employees at the clinic/location.)

Temporary vacancies expected to last less than sixty (60) calendar days shall not be subject to the above posting procedure.

Article 9, Section 6. Forty (40) Hour Work Week. The Employer may post a position jointly as a thirty-seven and one-half (37.5) hour per week position and a forty (40) hour per week position when it is vacant and it shall be filled as described in this Article based on the successful bidder's preference for a thirty-seven and one-half (37.5) hour or a forty (40) hour per week position. If there are no qualified Employees bidding on the posted position, the Employer may recruit externally for the forty (40) hour per week position.

Article 9, Section 7. Reassignment. The Supervisor may temporarily reassign an Employee to another clinic/location within sixteen (16) miles of the Employee's clinic/location (Urgent Care Employees may be temporarily reassigned to any of the Urgent Care Centers and in Hospice, Employees may be temporarily reassigned to any location). The Supervisor may reassign Employees for up to ten (10) working days (a portion of one (1) day shall be considered one (1) working day) per calendar year.

The reassigned Employee shall work his/her regularly scheduled hours for that day unless the Employee and the Supervisor(s) mutually agree otherwise.

Employees shall not be reassigned under this Section because of pre-arranged absences at the clinic/location to which the Employee is being reassigned.

The Supervisor shall request volunteers from among Employees in the same classification and department (e.g., the Pediatric Department at one (1) clinic to the Pediatric Department at another clinic) from which the reassignment is to be made. If one (1) or more Employees volunteer for the reassignment, the most senior qualified Employee shall be reassigned. If there are no volunteers and a Float Employee is working in the department from which the reassignment will occur that day, the Float Employee shall be reassigned. If there are no Float Employees to be reassigned and a temporary agency Employee is working in the department from which the reassignment will occur that day, the temporary agency Employee shall be reassigned, if practicable. If there are no Float Employees or no temporary Employees that can be reassigned, the least senior qualified Employee in the same classification and department (e.g., Pediatric Department to Pediatric Department) from which the reassignment is to be made shall be reassigned. If an Employee is reassigned, the Supervisor may not "backfill" that Employee's position for the duration of the reassignment. At the end of the reassignment, the Employee shall return to his/her former position.

In Hospice, the Supervisor shall request volunteers from among Employees in the same classification to be reassigned. If one or more Employees volunteer for the reassignment, the most senior qualified Employee shall be reassigned. If there are no volunteers, the least senior Employee who has capacity shall be reassigned.

Employees shall receive round trip mileage for the distance between the Employee's regularly assigned clinic/location and the temporarily assigned clinic/location.

Article 9, Section 8. Bids. Eligible Employees may bid on a posted vacancy by submitting a written form to the hiring Supervisor that must be received on or before the expiration date of the posting to receive consideration. Eligible Employees on a Leave of Absence or on the Recall List may submit a bid. It is not the Employer's responsibility to contact the Employee when positions are posted. Employees shall be notified of their recall rights pursuant to Article 11, Section 17.

Article 9, Section 9. Bid Board. At any time, Employees may file written requests with Human Resources for any job and location they desire. However, in completing the Bid Board application, Employees may only bid on up to five (5) locations. System float Employees may bid on all clinics/locations.

If an Employee indicates that he/she is not interested in a position, his/her name shall be removed from the Bid Board for that position. Every March and September, Employees' names shall be deleted from the Bid Board and Employees shall be notified that they shall be required to renew their Bid Board application.

Article 9, Section 10. Bidding Restrictions. The Supervisor shall not accept the bid of an Employee if the Employee has bid on and been awarded a position in the same classification and benefit status (+37.5, +30, +15, -15, and on-call) within a one (1) year period. An Employee's movement to a different benefit status shall not be considered a bid for purposes of this Article. The Supervisor shall not accept the bid of Employees who have not successfully completed their probationary period, unless the position upon which the probationary Employee bid would otherwise be offered to an external applicant.

As an exception to the above, in the following situations, the Employee shall not be considered to be restricted from bidding:

- Employees who bid on and are awarded a position that would be a promotion.
- Employees who, because they have been informed that they will be affected by a permanent workforce reduction, bid on and are awarded a position in lieu of a permanent workforce reduction.
- ~~Employees who, because they have been informed that they will be affected~~ by the movement of a clinic, department, work unit, or subset of a work unit, bid on and are awarded a position in lieu of moving to a new location.
- Employees who bid on and are awarded the Lead position of a position in the employee's current department.

The Supervisor is not required to accept an Employee's bid for a second or multiple positions with the Employer that puts the Employee in an overtime situation. When Employees bid on a second or multiple position that puts them in an overtime situation, they are required to inform the Supervisor that they hold another position with the Employer and the hours they work. For this Section only, the Employee shall not be considered to be in an overtime situation until the Employee has been compensated for over forty (40) hours in a week. However, an Employee is still eligible for overtime if he/she has been compensated more than seven and one-half (7.5) hours in a day or more than his/her regularly scheduled extended hour shift.

The Supervisor is not required to accept an Employee's bid if the Employee would not be able to start in the position within six (6) weeks of when the bid would be awarded unless the Supervisor and the Employee agree to a later start date.

Article 9. Section 11. Filling Vacancies. Vacancies shall be filled as follows:

- Recall List.** The vacancy shall be filled from Employees on the Recall List (See Article 11, Section 17).
- Bidders and Bid Board Applications in Same Classification.** If the vacancy is not filled from Employees in "A" above, selection of Employees shall next be made from among eligible bidders who submitted bids during the three (3) day posting period and eligible Bid Board applications in the same classification as the posted position pursuant to Section 12.
- Bidders and Bid Board Applications in Different Classification.** If the vacancy is not filled from Employees in "B" above, selection of Employees shall next be made from among eligible bidders who submitted bids during the three (3) day posting period and eligible Bid Board applications in a classification different from the posted position pursuant to Section 12.

Article 9, Section 12. Awarding Positions. An Employee within the same classification shall be entitled to be awarded the position if he/she is qualified and has the necessary skills and training to successfully perform the duties of the new position. If more than one (1) Employee from that classification applies for the same position, the senior Employee shall be given preference, provided the necessary skills and training are equal. The Supervisor shall be the judge of the qualifications and competence of its Employees except that the Union may challenge any decision reached by the Supervisor.

Employees' seniority can only be used when bidding on positions within their own classification. An Employee bidding into another classification shall be awarded a position before external applicants, but only after consideration has been given to qualified applicants from within the classification.

Article 9, Section 13. Union Notification. The Union shall be notified by Human Resources of all positions filled pursuant to Section 11 with a list of Employees who requested the position and which Employee was awarded the position.

Article 9, Section 14. Employee Notification. All Employees who submitted a bid during the three (3) day posting period and all Employees who were interviewed for a position shall be notified by the Supervisor regarding their selection status.

Article 9, Section 15. Probationary Period.

- A. **Length of Probationary Period.** The first one hundred eighty (180) calendar days of employment of any new Employee shall be a probationary period during which time the employment of such Employee may be terminated without recourse to the contractual grievance procedure. The probationary period may be extended for an additional thirty (30) calendar days with the mutual agreement of Human Resources and the Union. Such agreement shall be in writing with a copy maintained in the Employee's Human Resources Personnel File.

For Employees in a benefit status of minus nineteen (-19) or less, when such Employees have completed their probationary period, they shall be placed on the seniority list and seniority shall be retroactive to the date of hire.

- B. **Probationary Evaluation.** Prior to the end of the probationary period, the Employer shall conduct a performance evaluation of the Employee.

Article 9, Section 16, Trial Period. In the case of promotion or placement in a position in a different classification and/or work unit and/or clinic/location within the bargaining units, an Employee shall serve a forty-two (42) working day trial period. However, the trial period shall not exceed nine (9) months. The trial period may be extended by twenty-one (21) working days with the mutual agreement of Human Resources and the Union. Such agreement shall be in writing with a copy maintained in the Employee's Human Resources Personnel File.

If the Employee fails to qualify for his/her new position, he/she shall be returned to an open position in the same classification and same benefit status (+30, +19, -19) at the Employee's former clinic/location if such an open position remains or to an open position system-wide in the same classification and benefit status (+30, +19, -19) at the Employee's option without loss of his/her previous position's wage rate. If no opening exists, the Employee may choose to bump the least senior Employee in the same classification and FTE Range (as defined in Article 11, Section 4) as the Employee's former position in the system or be placed on layoff.

Article 9, Section 17, Newly Hired Employees. Newly hired Employees shall not be placed in a particular clinic/location that requires an involuntary transfer of a qualified Employee from that clinic/location to another clinic/location. The Employee to be involuntarily transferred shall be selected through the application of inverse seniority in the affected job classification. If such a transfer is deemed necessary, the Employer and the Union shall meet to discuss the matter.

ARTICLE 10 **MOVEMENT OF PROGRAMS**

Article 10, Section 1, Movement of Clinic/Location, Department, or Work Unit. When an entire clinic, department/location, or work unit moves to a new location, the Employees shall be required to transfer to the new location or they may exercise their seniority to bid on vacancies.

Article 10, Section 2, Movement of Subset of a Work Unit. If a subset of a work unit moves, the opportunity to move shall be offered by seniority within the work unit. If there are not enough volunteers, the least senior Employee(s) in that classification and work unit shall be assigned to the new clinic/location or he/she may exercise his/her seniority to bid on vacancies. However, agreement may be reached between the Union and the Employer that may affect seniority when operations of the clinic/location are affected adversely.

Article 10, Section 3. New Facilities. When new facilities open, seniority shall prevail. However, agreement may be reached between the Union and the Employer that may affect seniority when operations of a facility are affected adversely.

Article 10, Section 4. Union Notification. Human Resources shall notify the Union in advance of moving a clinic, department, work unit, or a subset of a work unit from one clinic/location to another.

ARTICLE 11
PERMANENT WORKFORCE REDUCTION AND RECALL

Article 11, Section 1. Definition. The Employer may reduce the hours of a position or eliminate a position if staff overages exist.

Article 11, Section 2. Labor Management Cooperation. When the Employer determines to close a clinic/location, the Employer shall notify the Union at least sixty (60) calendar days prior to the effective date of the closure. When the Employer determines to close a department, the Employer shall notify the Union at least thirty (30) calendar days prior to the effective date of the closure. During this notification period, Human Resources and the Union shall meet and confer to discuss the proposed closure.

Article 11, Section 3. Contract Modifications. The parties agree to meet and discuss potential modifications to this Article and shall implement any agreed-upon modifications.

Article 11, Section 4. FTE Range and Benefit Range. For purposes of this Article, "Full Time Equivalency Range" (FTE Range) shall be defined as follows:

<u>FTE Range</u>	<u>Weekly Hours</u>	<u>Full Time Equivalency</u>
1	40.0 - 36.0	1.07 - .96
2	35.9 - 30.0	.95 - .80
3	29.9 - 25.0	.79 - .67
4	24.9 - 19.0	.66 - .51
5	18.9 - 15.0	.50 - .40
6	14.9 - 10.0	.39 - .27
7	9.9 - 1.0	.26 - .01

For purposes of this Article, "Benefit Range" shall be defined as follows:

<u>Benefit Range</u>	<u>Weekly Hours</u>	<u>Full Time Equivalency</u>
1	40.0 - 30.0	1.07 - .80
2	29.9 - 19.0	.79 - .51
3	18.9 - 1.0	.50 - .01

Article 11, Section 5. Determination of Positions. The Employer shall determine the position(s) to be reduced in hours or eliminated in the classification, department within the clinic/location, and FTE that is to be reduced in hours or eliminated. (See Sections 9 and 13 for the determination of receipt of the notice of a permanent workforce reduction.)

The Employer shall not reduce the hours of all Employees in a department or clinic/location unless the hours of operation of the department or clinic/location are reduced.

Article 11, Section 6. Notice to the Union. Human Resources shall notify the Union in writing of the position(s) to be reduced in hours or eliminated prior to or at the time of the notification to the Employee(s). Human Resources shall inform the Union of the reasons for the reduction in hours or the elimination of the position(s).

Article 11, Section 7. Reassignment within the Clinic/Location - Reduction in Hours. If the Employer determines to reduce the hours of a position and there is a vacancy in the clinic/location in the same classification and FTE Range equal to the reduction in hours as the position to be reduced in hours, the Employee with the least seniority in the same classification, department within the clinic/location, and FTE as the position to be reduced in hours if qualified shall be reassigned to the vacancy.

Article 11, Section 8. Volunteers for a Reduction in Hours. If the Employer has determined to reduce the hours of a position(s), it shall ask for volunteers in "1" and "2" below:

1. **Volunteers to Reduce Hours.** The Employer shall ask for volunteers within the same classification, department within the clinic/location, and FTE as the position to be reduced in hours to reduce his/her hours. The Employee's existing schedule and the schedule of the reduction in hours must coincide unless there is mutual agreement among the Employee, the Supervisor, and the Union.

2. Volunteers to be Reassigned to Another Clinic/Location. The Employer shall ask for volunteers within the same classification, department within the clinic/location, and FTE as the position to be reduced in hours to be reassigned to a vacancy in the same classification and FTE equal to the reduction in hours if such a vacancy exists. The Employee must be qualified for the vacancy and the acceptance of the vacancy shall not require the Employer to pay premium pay. The Employee's existing schedule and the schedule of the vacancy must coincide unless there is mutual agreement among the Employee, the Supervisor(s), and the Union.

The Employer shall post for two (2) calendar days or notify the applicable Employee(s) in the classification, department within the clinic/location, and FTE of the position(s) to be reduced in hours, the reduction in hours, and any applicable vacancies for eligible Employees to indicate that they wish to volunteer for the reduction in hours or the reassignment. When the two (2) calendar day requirement would be met on a Saturday, Sunday, or holiday, the expiration shall be at the end of the day following the weekend or holiday.

If there are more eligible volunteers than necessary, the most senior qualified Employee(s) in "1" and "2" above shall be awarded the option.

Article 11, Section 9. Notice to Employee of a Reduction in Hours of a Position. If a permanent workforce reduction in hours is to occur, the Employer shall provide a notice of such to the Employee with the least seniority in the same classification, department within the clinic/location, and FTE as the position to be reduced in hours at the same time as the Employer is asking for volunteers under Section 8. If an Employee is awarded the voluntary option under Section 8, the option notice to the least senior Employee under this Section shall be withdrawn.

The Supervisor shall meet with the Employee to notify him/her of his/her permanent workforce reduction options and shall arrange for a Union steward to be present at such notification meeting, if so desired by the Employee.

The options presented to the Employee shall include the hours of work, days of work, department, and clinic/location of the position(s). A copy of the letter presented to the Employee shall be sent to the Union.

The Employee must indicate in writing his/her selection of options to his/her Supervisor within three (3) calendar days of the notification. When the three (3) calendar day requirement would be met on a Saturday, Sunday, or holiday, the expiration date shall be at the end of the day following the weekend or holiday.

The Supervisor shall make a reasonable effort to inform the Employee within three (3) calendar days of the Employee's selection of option(s) which option is to be awarded and the tentative date of the implementation of the awarded option. When the three (3) calendar day requirement would be met on a Saturday, Sunday, or holiday, the expiration date shall be the day following the weekend or holiday. If the Supervisor is unable to inform the Employee within the three (3) calendar day period, the Employee and the Union shall be informed of such delay. In addition, if the tentative date given to the Employee cannot be effectuated, the Employee shall be informed of such and shall be provided with periodic updates.

The Employee shall have at least one (1) month (unless the giving of such notice would be unreasonable under the circumstances) after he/she is informed of his/her awarded option before he/she shall be required to have such option implemented. When the one (1) month requirement would be met on a Saturday, Sunday, or holiday, the expiration date shall be the day following the weekend or holiday. If the notice is less than one (1) month, the Employee shall receive a day's pay for each regular working day of notice that is less than one (1) month, unless the Supervisor and the Employee agree otherwise.

Article 11, Section 10. Procedure for the Reduction In Hours of a Position.

- A. The notified Employee if qualified shall be offered all existing vacancies in the same classification.
- B. If the notified Employee does not take a vacancy in "A," the notified Employee if qualified shall be offered all the following bump options in the clinic/location:
- Bump the least senior Employee in the same classification and FTE Range equal to the reduction.
 - Bump the least senior Employee in the same classification and Benefit Range equal to the reduction.
 - Bump the least senior Employee in the same classification and FTE Range as the full position.
 - Bump the least senior Employee in the same classification and Benefit Range as the full position.

It is not mandatory for an employee to select a bump option in the same Benefit Range.

- C. If no option in "B" exists or the notified Employee does not choose to bump in the Benefit Range, the notified Employee if qualified shall be reassigned to a vacancy in the same classification and FTE Range as the full position in the clinic/location.

- D. If no vacancy in "C" exists, the notified Employee if qualified shall be offered all the following vacancies that are sixteen (16) miles or less from the Employee's designated clinic/location:
- A vacancy in the same classification and FTE Range equal to the reduction.
 - A vacancy in the same classification and FTE Range as the full position.
- E. If no option in "D" exists, the notified Employee if qualified shall be offered all the following bump options that are sixteen (16) miles or less from the Employee's designated clinic/location:
- Bump the least senior Employee in the same classification and FTE Range equal to the reduction.
 - Bump the least senior Employee in the same classification and Benefit Range equal to the reduction.
 - Bump the least senior Employee in the same classification and FTE Range as the full position.
 - Bump the least senior Employee in the same classification and Benefit Range as the full position.
- F. If no option in "E" exists, the notified Employee if qualified shall be offered all the following vacancies in the system:
- A vacancy in the same classification and FTE Range equal to the reduction.
 - A vacancy in the same classification and FTE Range as the full position.
- G. If no option in "F" exists, the notified Employee if qualified shall be offered all the following bump options in the system:
- Bump the least senior Employee in the same classification and FTE Range equal to the reduction.
 - Bump the least senior Employee in the same classification and Benefit Range equal to the reduction.
 - Bump the least senior Employee in the same classification and FTE Range as the full position.
 - Bump the least senior Employee in the same classification and Benefit Range as the full position.
- H. If no option in "G" exists, the notified Employee if qualified shall be offered all the following vacancies in the system:
- A vacancy in the same classification and Benefit Range equal to the reduction.
 - A vacancy in the same classification and Benefit Range as the full position.

I. If no option in "H" exists, the notified Employee if qualified shall be offered all the following bump options in the system:

- Bump the least senior Employee in the same classification and lower Benefit Range equal to the reduction.
- Bump the least senior Employee in the same classification and higher Benefit Range equal to the reduction.
- Bump the least senior Employee in the same classification and lower Benefit Range as the full position.
- ~~Bump the least senior Employee in the same classification and higher Benefit Range as the full position.~~

J. If no option in "I" exists, the notified Employee shall be laid off.

At any point in the process, the notified Employee may choose to accept a vacancy or reduce the necessary hours in his/her current position. In addition, the notified Employee may accept layoff in lieu of the above options.

Options B, E, G, and I shall not be available to probationary Employees.

Article 11, Section 11. Reassignment Within the Clinic/Location – Elimination of a Position. If the Employer determines to eliminate a position and there is a vacancy within the clinic/location in the same classification and FTE Range as the position to be eliminated, the Employee with the least seniority in the same classification, department within the clinic/location, and FTE as the position to be eliminated if qualified shall be reassigned to the vacancy.

Article 11, Section 12. Volunteers for the Elimination of a Position. If the Employer has determined to eliminate a position(s), it shall ask for volunteers in "1" and "2" below:

1. **Volunteers to Accept Layoff.** The Employer shall ask for volunteers within the same classification, department within the clinic/location, and FTE as the position to be eliminated to accept a layoff.
2. **Volunteers to be Reassigned to Another Location.** The Employer shall ask for volunteers within the same classification, department within the clinic/location, and FTE as the position to be eliminated to be reassigned to a vacancy in the same classification and FTE as the position to be eliminated if such a vacancy exists. The Employee must be qualified for the vacancy.

The Employer shall post for two (2) calendar days or notify the applicable Employee(s) in the classification, department within the clinic/location, and FTE of the position(s) to be eliminated and any applicable vacancies for eligible Employees to indicate that they wish to volunteer for layoff or the reassignment. When the two (2) calendar day requirement would be met on a Saturday, Sunday, or holiday, the expiration date shall be at the end of the day following the weekend or holiday.

If there are more eligible volunteers than necessary, the most senior qualified Employee(s) in "1" and "2" above shall be awarded the option.

Article 11, Section 13. Notice to Employee of the Elimination of a Position.

If an elimination of a position is to occur, the Employer shall provide a notice of such to the Employee with the least seniority in the same classification, department within the clinic/location, and FTE as the position to be eliminated at the same time as the Employer is asking for volunteers under Section 12. If an Employee is awarded the voluntary option under Section 12, the option notice to the least senior Employee under this Section shall be withdrawn.

The Supervisor shall meet with the Employee to notify him/her of his/her permanent workforce reduction options and shall arrange for a Union steward to be present at such notification meeting, if so desired by the Employee.

The options presented to the Employee shall include the hours of work, days of work, department, and clinic/location of the position(s). A copy of the letter presented to the Employee shall be sent to the Union.

The Employee must indicate in writing his/her selection of options to his/her Supervisor within three (3) calendar days of the notification. When the three (3) calendar day requirement would be met on a Saturday, Sunday, or holiday, the expiration date shall be at the end of the day following the weekend or holiday.

The Supervisor shall make a reasonable effort to inform the Employee within three (3) calendar days of the Employee's selection of option(s) which option is to be awarded and the tentative date of the implementation of the awarded option. When the three (3) calendar day requirement would be met on a Saturday, Sunday, or holiday, the expiration date shall be the day following the weekend or holiday. If the Supervisor is unable to inform the Employee within the three (3) calendar day period, the Employee and the Union shall be informed of such delay. In addition, if the tentative date given to the Employee cannot be effectuated, the Employee shall be informed of such and shall be provided with periodic updates.

The Employee shall have at least one (1) month (unless the giving of such notice would be unreasonable under the circumstances) after he/she is informed of his/her awarded option before he/she shall be required to have such option implemented. When the one (1) month requirement would be met on a Saturday, Sunday, or holiday, the expiration date shall be the day following the weekend or holiday. If the notice is less than one (1) month, the Employee shall receive a day's pay for each regular working day of notice that is less than one (1) month, unless the Supervisor and the Employee agree otherwise.

Article 11, Section 14. Procedure for the Elimination of a Position.

- A. The notified Employee if qualified shall be offered all existing vacancies in the same classification.
- B. If the notified Employee does not take a vacancy in "A," the notified Employee if qualified shall be offered all the following bump options in the clinic/location:
- Bump the least senior Employee in the same classification and FTE Range as the position to be eliminated.
 - Bump the least senior Employee in the same classification and Benefit Range as the position to be eliminated.

It is not mandatory for an employee to select a bump option in the same Benefit Range.

- C. If no option in "B" exists or the notified Employee does not choose to bump in the Benefit Range, the notified Employee if qualified shall be reassigned to a vacancy in the same classification and FTE Range as the position to be eliminated that are sixteen (16) miles or less miles from the Employee's designated clinic/location.
- D. If no option in "C" exists, the notified Employee if qualified shall be offered all the following bump options that are sixteen (16) miles or less miles from the Employee's designated clinic/location:
- Bump the least senior Employee in the same classification and FTE Range as the position to be eliminated.
 - Bump the least senior Employee in the same classification and Benefit Range as the position to be eliminated.
- E. If no option in "D" exists, the notified Employee if qualified shall be assigned to a vacancy in the same classification and FTE Range as the position to be eliminated in the system.

- F. If no option in "E" exists, the notified Employee if qualified shall be offered all the following bump options in the system:
- Bump the least senior Employee in the same classification and FTE Range as the position to be eliminated.
 - Bump the least senior Employee in the same classification and Benefit Range as the position to be eliminated.
- G. If no option in "F" exists, the notified Employee if qualified shall be assigned to a vacancy in the same classification and Benefit Range as the position to be eliminated in the system.
- H. If no option in "G" exists, the notified Employee if qualified shall be offered all the following bump options in the system:
- Bump the least senior Employee in the same classification and lower Benefit Range as the position to be eliminated.
 - Bump the least senior Employee in the same classification and higher Benefit Range as the position to be eliminated.
- I. If no option in "H" exists, the notified Employee shall be laid off.

At any point in the process, the notified Employee may choose to accept a vacancy. In addition, the notified Employee may accept layoff in lieu of the above options.

Options B, D, F, and H shall not be available to probationary Employees.

Article 11, Section 15. Conditions for Bumping or Accepting Vacancies.

- A. The Employee exercising bumping rights must have greater seniority than the Employee who is being bumped.
- B. If more than one (1) Employee opts to accept a vacancy or bump an Employee, the Employee with the greater seniority shall have priority in exercising that option.
- C. Employees may only bump full positions (i.e., may not "break apart" positions).
- D. The Employee's existing schedule and the schedule of the vacancy or the bumped position must coincide unless there is mutual agreement among the Employee, the Supervisor(s), and the Union.
- E. The acceptance of the vacancy or bumping into a position shall not place the Employee in a position that would require the Employer to pay overtime or premium pay.

- F. An Employee may select more than one (1) vacancy in order to maintain his/her current or lower FTE Range or Benefit Range.
- G. Employees whose position is eliminated and who are placed on a Recall List prior to the completion of their probationary period shall be required to complete their probationary period upon return from the Recall List.
- H. An Employee may be retained out of seniority order if the Employee who has been notified of a permanent workforce reduction does not have the ability to perform the duties of the Employee(s) who would otherwise be bumped within a reasonable period of orientation not to exceed seventy-five (75) hours.
- I. When a vacancy (a permanent position that the Employer determines to fill) occurs during a permanent workforce reduction that has been identified as a vacancy that can be filled by an Employee who has received a notice of permanent workforce reduction, the vacancy shall not be posted and shall become an option for the Employee who has received the notice of permanent workforce reduction.
- J. If an Employee bids on a position who has received a notice of permanent workforce reduction, he/she shall have priority over any other bidders for the position until fourteen (14) calendar days prior to the effective date of the permanent workforce reduction. If the Employee is awarded a position, he/she shall no longer have priority bidding consideration.
- K. Employees who exercise a vacancy/bumping option (either "voluntary" or "involuntary") shall have a twenty-one (21) working day trial period. The Supervisor and the Union may mutually agree to extend the trial period. Employees not able to satisfactorily perform the job shall exercise vacancy/bumping rights one additional time. If the Employee fails to satisfactorily complete the trial period in the second position, the Employee shall not be allowed to exercise additional vacancy/bumping rights and shall be laid off.

Article 11, Section 16. Recall Lists.

- 1. Names of Employees who were laid off shall be placed on the Recall list for the same classification and Benefit Range as their original position for all clinics/locations.

2. Names of Employees who were reassigned to or accepted a vacancy or bumped into a position at another clinic/location who retained their same FTE Range shall be placed on the Recall List for the same classification and Benefit Range as their original position for their original clinic/location.

Names of Employees whose clinic/location closed shall be placed on the Recall List for the same classification and Benefit Range for clinics/locations that are sixteen (16) miles or less from their original clinic/location.

3. Names of Employees who were reassigned to or accepted a vacancy or bumped into a position at another clinic/location and who had their FTE Range/Benefit Range reduced shall be placed on the Recall List for the same classification and FTE Range/Benefit Range as the reduction and/or the full position for their original clinic/location.

Names of Employees whose clinic/location closed shall be placed on the Recall List for the same classification and appropriate FTE Range/Benefit Range for clinics/locations that are sixteen (16) miles or less from their original clinic/location.

Names shall be retained on the Recall List for a period of twelve (12) months from the date of the permanent workforce reduction or the determination that an Employee does not have return rights from a medical or parenting leave.

Article 11, Section 17, Recall. Employees shall receive notice of recall in writing with the Union receiving a copy of the recall notice.

Recall shall be in the order of seniority with the most senior Employee being recalled to a vacancy for which he/she has indicated availability and for which he/she is qualified, and if applicable, for a vacancy in which the Employee's existing schedule and the schedule of the vacancy coincide, unless there is mutual agreement among the employee, the Supervisor(s), and the Union. Employees shall not have recall rights to:

1. A vacancy at the same clinic/location and in the same FTE Range/ Benefit Range that the Employee is currently working as a result of the permanent workforce reduction.
2. A vacancy that would require the Employer to pay overtime or premium pay.

Recall shall continue in order of most senior to least senior until all Employees have been recalled.

Recalled Employees shall be given up to one (1) calendar week after receipt of notice of recall to declare whether or not they accept the recall and up to an additional four (4) calendar weeks to report to work. Employees unable to respond to recall because of a bona fide leave of absence shall remain on appropriate leave status and remain eligible for recall.

Article 11, Section 18. Additional Hours for Employees Laid Off or Reduced in Hours. Employees who have been laid off or reduced in hours, including a reduction in hours within their original FTE Range, shall have preference for additional hours that become available at least forty-eight (48) hours in advance at their assigned clinic/location if they are qualified. In addition, such Employees may request to become on-call Employees at other clinics/locations, if they are qualified. Such Employees shall still have their names remain on the Recall List, if applicable, for the time period indicated above.

Article 11, Section 19. Removal from Recall List.

1. Individuals who were laid off who are recalled to a permanent position in the same classification and Benefit Range as their original position and who decline the offer of recall shall lose all seniority rights and shall be terminated.
2. Employees who retained their FTE Range but were reassigned to or accepted a vacancy or bumped to a clinic/location who are recalled to a permanent position in the same classification and Benefit Range as the Employee's original position and at the Employee's original clinic/location (or that are sixteen (16) miles or less from the Employee's original clinic/location if the clinic/location closed) and who decline the offer of recall shall be removed from the Recall List.
3. Employees whose position was reduced in FTE Range or Benefit Range and were reassigned to or accepted a vacancy or bumped who are recalled to a permanent position in the same classification and FTE Range or Benefit Range as the reduction or the full position and at the Employee's original clinic (or that are sixteen (16) miles or less from the Employee's original clinic/location if the clinic/location closed) and, if applicable, the Employee's existing schedule and the schedule of the position coincide unless there is mutual agreement among the Employee, the Supervisor(s), and the Union who decline the offer of recall shall be removed from the Recall List.

Article 11, Section 20. Protected Group Status. The parties agree to meet to discuss the effect of a permanent workforce reduction on Employees who are in a protected group and for which the Employer is disparate.

Article 11, Section 21. Rights of Employees Who are Laid Off. Upon the request of an Employee who has been laid off, Human Resources shall provide the Employee with a list of resource guides for securing new employment and/or assistance in resume writing skills and interview skills.

ARTICLE 12 **SUBCONTRACTING**

Article 12, Section 1. Layoff. There shall be no subcontracting that will result in the layoff of any Employee on the payroll at the time of subcontracting.

The parties acknowledge that business needs may necessitate layoffs. These situations, as an example, would include:

1. Unavailability of qualified doctors, dentists, optometrists, and other providers because of job market conditions.

In instances where such layoffs are necessary, discussions shall first occur with Union representatives regarding the reason for such layoffs.

2. Where alternative care arrangements are necessary because of compelling cost considerations or patient needs, the parties shall meet to agree on ways to provide continued employment for those affected.

Article 12, Section 2. Short Term Help. Notwithstanding Section 1, when Employees are not available at either straight time or overtime, the Employer shall notify the Union on a monthly basis of all temporary Employees, stating their name, position, clinic/location/department, FTE, start date, reason for the temporary Employee, and the name and contact number of the Supervisor. The Employer may use short term help for a specified length of time agreed to by the Supervisor and the Union.

Article 12, Section 3. Subcontracted Work. The Union and the Employer agree that it may be beneficial to both parties to bring back work that in the past had been subcontracted. With that understanding, the parties agree to meet and possibly create new positions on a trial basis for a specified length of time to explore the impact on the Employer. These positions would be exempt from this Article, Section 1.

Article 12, Section 4. Cost Effectiveness. Human Resources and the Union may negotiate the making of the in-house provision of services as cost effective as subcontracting such services.

ARTICLE 13
INVOLUNTARY LEAVE STATUS (ILS)

Article 13, Section 1. Involuntary Leave Status Procedure. If the Supervisor does not reassign an Employee pursuant to Article 9, Section 7, the Supervisor may respond to short-term or daily staffing overages in a particular department.

In such instance, the Supervisor shall:

1. First seek volunteers, in the department, in the classification, to take off time. If there are no or an insufficient number of volunteers, seek volunteers in the clinic/location in the classification to take time off. If there are more volunteers than necessary, the most senior volunteer(s) shall be selected. Such Employee(s), at his/her option, may use vacation time, personal holiday, or voluntary leave status (VLS).
2. If there are no or an insufficient number of volunteers, the most senior volunteer or the least senior Employee(s) in the clinic in the classification who is working extra hours or hours not regularly scheduled that day shall be required to take off time or at his/her option shall use vacation time, personal holiday, or voluntary leave status (VLS) or involuntary leave status (ILS) as applicable. (See Section 4.)
3. If there are no or an insufficient number of Employee(s) in #2 above, the most senior volunteer or the least senior Employee in the clinic in the classification who is working that day shall be required to take off time or at his/her option shall use vacation time, personal holiday, or voluntary leave status (VLS) or involuntary leave status (ILS) as applicable. (See Section 4.)

Notwithstanding the above, for bargaining unit Employees who maintain a specific caseload or who have a specific provider schedule, the Supervisor may assign time off to such Employees based upon their caseload or schedule.

Article 13, Section 2. Use and Notice. Employees required to take involuntary leave status shall be given at least two (2) hours advance notice.

An Employee shall not be required to take involuntary leave status in increments of less than one-half (1/2) of his/her regularly scheduled shift for that day.

Article 13, Section 3. Reasons. Involuntary leave status shall not be invoked because of a provider's personal business, unplanned vacation with less than two (2) weeks notice, or unplanned medical education with less than two (2) weeks notice.

Article 13, Section 4. Amount of Time. A thirty-seven and one-half (37.5) hour per week Employee shall not be assigned more than seventy-five (75) hours of involuntary leave status in a twelve (12) month period and a forty (40) hour per week Employee shall not be assigned more than eighty (80) hours of involuntary leave status in a twelve (12) month period. For Employees working less than thirty-seven and one-half (37.5) hours per week, the maximum number of involuntary leave status hours to be assigned in a twelve (12) month period shall be pro-rated based on the Employee's FTE.

The twelve (12) month period shall begin on the first involuntary leave day assigned to the Employee. If the Supervisor has invoked an involuntary leave status situation, but an Employee chooses to use vacation time, personal holiday, or voluntary leave status in lieu of involuntary leave status, such time shall be counted as part of the Employee's maximum number of involuntary leave status hours allowed in a twelve (12) month period. However, an Employee and the Supervisor may agree to the use of involuntary leave status beyond the Employee's maximum amount of involuntary leave status hours and such status shall not affect seniority or benefits.

If the least senior Employee reaches his/her maximum number of hours of involuntary leave status in a twelve (12) month period, and additional short-term or daily staffing overages occur, the Employee may bump the least senior Employee in the same classification in the system who is working that day or with the agreement of the Supervisor may use additional involuntary leave status hours.

Article 13, Section 5. Benefits and Seniority. Involuntary leave status shall not affect benefits or seniority.

Article 13, Section 6. On-Call Staff. On-call Employees shall not be called in to work at a location within the area experiencing low-need staffing if qualified regularly scheduled Employees are losing their regular work hours that day.

ARTICLE 14 **VOLUNTARY LEAVE STATUS (VLS)**

With the Supervisor's approval, Employees shall be allowed to use seventy-five (75) hours of voluntary leave status in a twelve (12) month period without affecting benefits or seniority. The twelve (12) month period shall begin on the first (1st) voluntary leave day taken by the Employee. Voluntary leave status may be approved for the use of, but not limited to the following situations: staffing overages, inclement weather, and personal situations.

Another Employee's request for paid time off shall take preference over an Employee initiated request for voluntary leave status.

ARTICLE 15 **HOURS OF WORK**

Article 15, Section 1. Normal Work Week. It is recognized by the Employer and the Employees that members of this unit are professionals who have some discretion in scheduling their hours of professional services. However, member care may require these professionals to work beyond scheduled time to complete necessary care for members who have presented themselves for service. Moreover, these professionals may be required to provide on-call or emergency duty as a part of their responsibilities.

In respect to the above, the following provisions shall apply to this unit:

The normal hours of work for these Employees shall be seven and one-half (7.5) or eight (8) hours in any twenty-four (24) hour period and thirty-seven and one-half (37.5) or forty (40) hours (consistent with Article 9, Section 6) in a seven (7) day period. For Employees on a regularly scheduled basis, this shall be construed to mean an average of thirty-seven and one-half (37.5) or forty (40) hours per week.

Article 15, Section 2. Nurse Midwives. The nurse midwife role in Group Health, Inc., is unique and because of its uniqueness, the hours worked by midwives are different from all other Employees in Unit IV. The number of "in clinic" hours and "in hospital" hours varies primarily due to the number of nurse midwives on staff.

When fully staffed, the hours worked by midwives can be scheduled efficiently between clinic hours and hospital hours.

It is the intent of the Employer, to fully staff the nurse midwife program and to adjust the hours of midwives accordingly when full staffing is not available. Only this provision and Sections 6, 9, 10, 11, and 12 of this Article apply to midwives.

Article 15, Section 3. Modified Work Week/Extended Hour Work Day. An Employee and his/her Supervisor may agree to modify the Employee's standard work week as long as the work week does not exceed forty (40) hours and/or may agree to modify the Employee's standard work day as long as the work day does not exceed ten (10) hours in a day if such modifications do not increase or decrease the Employee's existing FTE. Other modifications to the Employee's work week or work day are subject to the approval of the Supervisor and the Union. The Supervisor may withdraw an Employee's modified work week or extended hour work day if such modifications do not increase or decrease the Employee's existing FTE upon giving the Employee a minimum of one (1) month notice if the Supervisor determines that continuity of care or business efficiency would be improved.

Article 15, Section 4. Forty (40) Hour Work Week. Employees interested in a forty (40) hour per week position may indicate such interest when submitting their "Bid Board" applications.

Employees may request to have their position converted to a forty (40) hour per week position and the Supervisor may, at his/her discretion honor such a request if a more senior qualified Employee has not expressed interest in a forty (40) hour work week through the Bid Board process or after posting the increase in the work week schedule in the classification within the clinic.

The parties may agree to define new job classifications to have a forty (40) hour work week at the time the new classification is created.

Article 15, Section 5. Establishment of Schedules. In the establishment of work week schedules, the Supervisor shall give preference to Employees in accordance with seniority.

Behavioral Health therapists, including Health Psychologists, must maintain a schedule that meets the needs of their caseload. Specifically, all Behavioral Health therapists shall maintain at least three (3) contact hours at or after 5:00 p.m. per week. If there is a need for additional contact hours at or after 5:00 p.m., and all therapists are currently maintaining at least three (3) contact hours at or after 5:00 p.m. per week, new cases shall be assigned to the most senior qualified volunteer or the least senior qualified Employee.

Article 15, Section 6. Schedule Posting and Schedule Changes. Regular one (1) month work schedules, including the holiday schedule if applicable, shall be posted fourteen (14) calendar days in advance. The parties, however, recognize that patient needs and clinic/location coverage needs may necessitate other types of work schedules and occasional changes in posted work schedules. In the event that posted work schedules are to be changed by the Supervisor, affected Employees shall receive fourteen (14) calendar days written notice, except where patient care emergencies make such notice impossible.

Article 15, Section 7. Establishment of Evening/Weekend Hours. Notwithstanding Section 5, the care unit/work unit has the ability to reassign work or restructure work within that care unit/work unit to implement evening (beyond 6:00 p.m.) and/or weekend hours. Such reassignments or restructuring may include changing days off, changing start and end times, and changing job responsibilities. However, such reassignment or restructuring shall not change an Employee's FTE. Any reassignment or restructuring that would modify the Collective Bargaining Agreement shall be agreed to by the Union and Human Resources prior to it becoming effective. Such approval shall not be *unreasonably denied by either party.*

If the care unit/work unit cannot agree to the method of reassignment or restructuring, it shall be accomplished as follows:

1. The Employer shall first ask for volunteers in the department to work the evening and/or weekend hour schedule.
2. If there are no or insufficient volunteers, the least senior Employee in the department shall be reassigned to work the full schedule that would include evenings (beyond 6:00 p.m.) and/or weekends. This Employee ~~may switch schedules with the least senior Employee with the same FTE~~ in the clinic provided that both Employees are qualified for the respective positions. Such schedule switch would be a permanent position for position change.

Article 15, Section 8. Float Employees. Float Employees shall not be scheduled to work more than two (2) weekends per month.

Article 15, Section 9. Relief Work. No Employee shall be required to relieve in a position or perform a function for which he/she is not qualified.

Article 15, Section 10. Assignment of Temporary Additional Hours. If temporary additional hours are available within the clinic/location, the hours shall be distributed as follows:

1. Offer to Employees who have been laid off or reduced in hours, pursuant to Article 11, Section 18. Should the most senior qualified Employee choose not to accept the additional hours, the next most senior qualified Employee shall be offered the additional hours.
2. If #1 is not applicable and/or there are no or insufficient Employees in #1 above, offer to the most senior qualified Employee permanently assigned to the clinic/location, including on-call Employees and float Employees "permanently assigned" to the clinic/location and for whom the additional hours would not require the payment of overtime. Should the most senior qualified Employee choose not to accept the additional hours, the next most senior qualified Employee shall be offered the additional hours.
3. If there are no or insufficient Employees in #2 above, the Supervisor may offer the additional hours to the most senior qualified float Employees not "permanently assigned" to the clinic/location, the most senior qualified on-call Employees not "permanently assigned" to the clinic/location or the most senior qualified Employees not "permanently assigned" to the clinic/location and for whom the additional hours would not require the payment of overtime. Should the most senior qualified Employee choose not to accept the additional hours, the next most senior qualified Employee shall be offered the additional hours.

4. If there are no or insufficient Employees in #3 above, offer to the most senior qualified Employee "permanently assigned" to the clinic/location and for whom the additional hours would require the payment of overtime. Should the most senior qualified Employee, including on-call Employees and float Employees "permanently assigned" to the clinic/location, choose not to accept the additional hours, the next most senior qualified Employee shall be offered the additional hours.
5. If there are no or insufficient Employees in #4 above, the Employer shall offer the additional hours to the most senior qualified float Employees not "permanently assigned" to the clinic/location, the most senior qualified on-call Employees not "permanently assigned" to the clinic/location or the most senior Employees not "permanently assigned" to the clinic/location and for whom the additional hours would require the payment of overtime. Should the most senior qualified Employee choose not to accept the additional hours, the next most senior qualified Employee shall be offered the additional hours.
6. If there are no or insufficient Employees in #5 above, the Supervisor has the right to assign the additional hours to the least senior qualified Employee "permanently assigned" to the clinic/location, including float Employees "permanently assigned" to the clinic/location.

The Supervisor shall not be required to interrupt work in progress.

Article 15, Section 11. Rest Periods. Employees shall receive a rest period of fifteen (15) minutes during each four (4) hour period of work, or major portion thereof. Employees who are assigned to positions of at least eight and one-half (8.5) hours per day shall receive a rest period of twenty (20) minutes for each one-half (1/2) of their shift or major portion thereof. Employees working a six (6) hour shift shall receive one (1) twenty (20) minute break per shift. Such rest periods shall be scheduled as nearly as practical during the middle of each shift, taking into consideration the primary concern of adequate department coverage. However, the scheduling of rest periods shall be flexible in order to maintain care team integrity and to provide consistent patient care.

If continuous operation is required in the job concerned, either a substitute shall be provided or the rest period delayed until the operation is completed. When it is impractical to provide a substitute, the rest period may be combined with the meal period.

If an Employee is denied time for a rest period, he/she shall receive, at the applicable rate, additional pay or time off in lieu thereof, provided the Employee has notified the Supervisor, if available. Time off is subject to the approval of the Supervisor.

Article 15, Section 12. Meal Periods. Each Employee scheduled to work a shift of more than six (6) continuous hours shall receive an unpaid meal period. The scheduling of meal periods shall be flexible in order to maintain care team integrity and to provide consistent patient care.

If an Employee is denied time for a meal period, he/she shall receive, at the applicable rate additional pay or time off in lieu thereof, provided the Employee has notified the Supervisor, if available. Time off is subject to the approval of the Supervisor.

Article 15, Section 13. Call-In. Employees who are called to report to work during their regular time off shall be guaranteed two (2) hours of pay at their regular rate.

This does not apply to time worked for on-call responsibilities of Surgeons Assistants, Certified Nurse Midwives, Chemical Health Psychotherapists, and Behavioral Health Psychotherapists.

Article 15, Section 14. Split Shifts. There shall be no split shifts unless mutually agreed to by the Employee and the Supervisor.

Article 15, Section 15. Meetings. The Employer may schedule staff or other business meetings for a variety of reasons. Employees required to participate in such meetings shall be paid for such time and if the meetings are held during the Employee's lunch period up to one (1) additional hour at the straight time rate (outside of the regular work week) shall be paid.

Article 15, Section 16. Time Off Between Shifts. The number of hours between scheduled shifts shall not be less than ten (10) hours unless mutually agreed to by the Employee and the Supervisor.

ARTICLE 16 **OVERTIME**

Article 16, Section 1. Assignment of Additional Hours. The Employer is not obligated to grant an Employee hours that would require the Supervisor to pay an overtime premium if there are qualified Employees available to work at straight time.

Article 16, Section 2. Supervisory Approval. All overtime must be approved by the Employee's Supervisor or lead.

Article 16, Section 3. Overtime Payment. *Employees compensated beyond seven and one-half (7.5) hours a day or the hours of an extended day schedule or more than thirty-seven and one-half (37.5) hours or more than forty (40) hours a week if the Employee's regularly scheduled work week is forty (40) hours in a seven (7) day period shall be paid at one and one-half (1.5) times the Employee's regular hourly rate or, at the option of the Employee, compensatory time at the straight time rate pursuant to the Fair Labor Standards Act. Compensatory time may be scheduled with approval from the appropriate Supervisor.*

If an Employee is required to work beyond thirty-seven and one-half (37.5) hours per week, but less than thirty-eight and one-half (38.5) hours per week because of providing patient care or meeting departmental emergencies, compensatory time or straight time shall be offered at the Employee's option for this unscheduled time.

A part-time Employee substituting for an extended hour Employee shall receive overtime only for time worked beyond the schedule of the extended hour Employee, unless by working the extended hour schedule, the Employee is compensated more than thirty-seven and one-half (37.5) hours per week.

Article 16, Section 4. Payment for Employees in Multiple Positions. *For Employees who hold more than one position with the Employer, overtime and other shift premiums shall be paid based on which position the overtime (or other premium) is incurred. For example, an Employee who regularly works three (3) seven and one-half (7.5) hour shifts per week in a day clinic and also works two (2) seven and one-half (7.5) hour shifts per week in Urgent Care and who works extra hours in Urgent Care would be paid overtime on the shift in which the extra hours are worked in Urgent Care, even though the Employee may not have technically worked more than thirty-seven and one-half (37.5) hours per week at that point in the work week. The purpose of this is to have the cost of overtime and other premiums fall in the department or clinic/location where those extra hours are agreed to by a Supervisor in that unit. For an exception to the payment of overtime for hours worked over thirty-seven and one-half (37.5) hours by Employees in multiple positions, see Article 9, Section 10.*

Article 16, Section 5. No Pyramiding. *There shall be no pyramiding of overtime.*

ARTICLE 17
CALL DUTY

Article 17, Section 1. Definition. Employees required to provide services to patients by the Employer outside the hours of their regular schedule that is generally referred to as "call duty" shall be compensated as described in this Section.

Employees shall only be eligible for one (1) type of call pay at a time.

Article 17, Section 2. Types of Call Pay.

- A. **Availability Call.** Employees who are required to be available by phone for a period of not more than three (3) hours per day and available to report to work within thirty (30) to forty-five (45) minutes from the time they are called shall receive four dollars (\$4.00) per hour. If called into work, the Employee shall receive the applicable rate of pay, not to include availability call pay.
- B. **Court Availability Call.** Employees who have received an official subpoena to appear as a witness to provide information in their role as a Group Health, Inc. Employee, and as a result of this subpoena are required to be available to report to court on a day they are not scheduled to work shall receive four dollars (\$4.00) per hour for the hours they are required to be available to respond to such call. If actually called to court, the Employee shall receive the applicable rate of pay for the actual time spent in court, not to include court availability call pay.
- C. **Patient Care Call.** Employees who are required to respond to patient care calls outside of their regular work schedule shall receive forty-five dollars (\$45) per shift for evening shifts (approximately 5 p.m. to 8 a.m.) Monday through Thursday and eighty dollars (\$80) for a twenty-four (24) hour weekend shift, including Friday evening, Saturday, Sunday, or a holiday.
- The compensation is comprehensive, meaning that no other shift differential, consecutive shift differential, etc., shall be paid in addition to what is described here.
- D. **Back-Up Call.** Midwives who are required to respond to patient care calls outside of their regular work schedule shall receive forty dollars (\$40) per shift for a twenty-four (24) hour weekend shift including Friday evening, Saturday, Sunday, or a holiday.

- E. Call Out. Employees who must provide care to a patient in the hospital, in the patient's home, or in some other appropriate site while the Employee is on-call shall be compensated at straight time (or overtime if these on-call hours result in the Employee being compensated for more than forty (40) hours in the work week) for the hours that such care is being provided to the patient and the time spent traveling to and from the site at which care is delivered.

The compensation is comprehensive, meaning that no other shift differential, consecutive shift differential, etc., shall be paid in addition to what is described here.

ARTICLE 18 **WAGE RATES**

Article 18, Section 1. Salary Ranges. The rates of pay shall be shown in Appendix A attached hereto and made a part hereof.

Employees shall be hired at not less than the start rate/step one rate for the appropriate classification in Appendix A.

Article 18, Section 2. Wage Adjustments.

Effective February 1, 2005, the salary range shall be increased by three percent (3%). Employees shall receive a three percent (3%) wage increase adjustment to their current rate.

Effective February 1, 2006, the salary range shall be increased by three percent (3%). Employees shall receive a three percent (3%) wage increase adjustment to their current rate.

Effective February 1, 2007, the salary range shall be increased by three percent (3%). Employees shall receive a three percent (3%) wage increase adjustment to their current rate.

Article 18, Section 3. Step Movement.

Full-time (thirty-seven and one-half hours per week or more), +30 (thirty hours or more per week but less than thirty-seven and one-half hours per week), and +19 (nineteen hours or more per week but less than 30 hours per week) Employees

An Employee's move to a new step on the salary range shall be effective at the beginning of the pay period closest to the Employee's anniversary date or next step increase. Employees hired at the start rate (Step 1) shall move to the six (6) month step (Step 2) of the salary range after completing six (6) months of service and to the one (1) year step (Step 3) after an additional six (6) months of service and to the next step each twelve (12) months thereafter.

-19 (less than nineteen hours per week), +15 (fifteen hours or more per week but less than nineteen hours per week) Employees, and On-Call Employees

An Employee's move to a new step on the salary range shall be effective at the beginning of the pay period closest to the Employee's anniversary date or next step increase.

Employees hired at the start rate (Step 1) shall move to the six (6) month step (Step 2) after the Employee has worked four hundred eighty-eight (488) hours and has completed at least six (6) months of service, but not greater than nine (9) months.

Such Employees shall move to the one (1) year step (Step 3) in a similar time frame. Employees shall progress to subsequent steps after the Employee has worked nine hundred seventy-five (975) hours since the date of the last increase and has completed at least one (1) year of service, but not greater than eighteen (18) months.

Workers compensation hours shall be counted as hours worked for purposes of determining step movement.

If an Employee's anniversary date for purposes of his/her step increase changes for the next step increase, Human Resources shall notify the Employee, in writing, of the change.

When an Employee changes benefit status from plus fifteen (+15), minus nineteen (-19), or on-call to a plus nineteen (+19) or greater benefit status, the next increase date shall be determined by reviewing the date of the last step increase. If it was less than twelve (12) months from the date of the benefit status change, the next step increase shall occur at the start of the pay period twelve (12) months from the last step increase. If it is more than twelve (12) months since the last step increase, the Employee shall be moved to the next step at the time of the benefit status change.

When an Employee changes benefit status from plus nineteen (+19) or greater to a minus nineteen (-19) or lesser benefit status, the next increase date shall be determined by calculating the number of hours while in the first benefit status and adding these hours to the number of hours of the current benefit status. The Employee shall be moved to the next step after reaching the applicable hours or months of service.

Article 18, Section 4. Hiring Rate. The parties acknowledge that there may be circumstances where the Supervisor needs to hire employees above the second (2nd) year (step 4) level on the salary range. Human Resources shall inform the Union and provide an explanation when this is necessary. There is no obligation on the part of Human Resources to reach agreement with the Union regarding such decisions.

Article 18, Section 5. Longevity.

A. Full-time Employees

Full-time Employees shall be eligible for a lump sum longevity payment based on length of service with the Employer as specified below:

<u>Completed Years of Service</u>	<u>Annual Longevity Payment</u>		
	<u>Effective</u> 2/01/05	<u>Effective</u> 2/01/06	<u>Effective</u> 2/01/07
10-14	\$1075.00	\$1075.00	\$1,125.00
15-19	\$1,325.00	\$1,325.00	\$1,375.00
20+	\$1,575.00	\$1,575.00	\$1,625.00

For full-time Employees, the longevity payment shall be received on the pay period immediately following the Employee's anniversary date.

B. Part-time Employees

Part-time Employees shall be eligible for the following longevity increases based on length of service with the Employer. This increase shall be added to their base hourly wage at the rates outlined below on the Employee's tenth (10th), fifteenth (15th), and twentieth (20th) year anniversary date. These longevity increments are considered a premium and are not a part of the Employee's base salary.

<u>Completed Years of Service</u>	<u>Annual Longevity Payment</u>		
	<u>Effective 2/01/05</u>	<u>Effective 2/01/06</u>	<u>Effective 2/01/07</u>
10-14	\$.55	\$.55	\$.58
15-19	\$.68	\$.68	\$.71
20+	\$.81	\$.81	\$.84

The amounts listed above are the total cents per hour for years of service and effective dates. For example, effective 2/01/05 Employees who have completed fifteen (15) through nineteen (19) years of employment with Group Health Inc., shall receive thirteen cents (\$.13) in addition to the existing fifty-five cents (\$.55) the Employee has been receiving for years ten (10) through (14) for a total longevity premium of sixty-eight cents (\$.68) per hour.

For part-time Employees, the longevity payment shall become effective on the Employee's anniversary date.

Part-time Employees who are receiving a longevity payment who move into a full-time position +30 (thirty hours or more per week but less than thirty-seven and one-half hours per week) or greater shall continue to receive their hourly longevity payment until they reach their anniversary date at which time they shall begin to receive the lump sum longevity payment on the pay period immediately following the Employee's anniversary date. Once Employees receive the lump sum longevity payment, the hourly longevity payment shall be removed from the Employee's pay.

Full-time +30 (thirty hours or more per week but less than thirty-seven and one-half hours per week) or greater Employees who move into a part-time position who have received the lump sum longevity payment based on their full-time status shall receive the appropriate cents per hour on the Employees' next anniversary date.

Article 18, Section 6. Work in A Higher Classification. An Employee assigned by the Supervisor to perform work in a higher classification for a full shift (seven and one-half (7.5) hours) or for the scheduled shift if it exceeds seven and one-half (7.5) hours shall be paid at the higher rate, provided the Employee actually performs the functions of the higher classification.

Article 18, Section 7. Movement Between Classifications. When an Employee changes from one classification to a higher paid classification, he/she shall receive the lowest rate of pay for the new classification or be placed on the closest step which represents an increase of at least twenty five cents (\$.25) per hour to his/her current rate of pay.

When an Employee moves from a Pharmacist wage scale to a Pharmacist in Charge wage scale, he/she shall receive his/her current Pharmacist rate of pay plus two dollars (\$2.00.) He/she shall then be placed on the step of the Pharmacist in Charge wage scale equal to this amount or the closest step that represents an increase to the Employee's current rate of pay.

Employees transferring or transferred to a lower paid classification shall be placed on the same year of service held in the higher paid classification.

Article 18, Section 8. New Classifications. If a new classification is established within the scope of the unit, or an existing classification requires a change, Human Resources shall notify the Union of such change and the parties shall negotiate an appropriate rate of compensation. Absent agreement, Human Resources shall establish the appropriate rate of compensation, subject to the right of the Union to grieve such rate pursuant to Article 34 of this Agreement.

Article 18, Section 9. Sixth (6th) and Seventh (7th) Shift Differential. Employees required to work the sixth (6th) consecutive shift shall receive one and one-half (1.5) times their regular rate. Employees working the seventh (7th) consecutive shift shall receive two (2) times their regular hourly rate. Any consecutive shifts in excess of five (5) shall make the Employee eligible for the sixth (6th) or seventh (7th) shift premium. This is not confined to a pay period or work week. However, Employees working more than seven (7) consecutive shifts shall not be eligible for the sixth (6th) or seventh (7th) shift premium until they have worked more than five (5) consecutive shifts since last having been paid for a seventh (7th) consecutive shift. Shifts where an Employee has call duty are not included for purposes of determining eligibility for a consecutive shift premium. This does not limit overtime compensation if other provisions of the Collective Bargaining Agreement apply.

Employees who work in an area in which Employees are routinely scheduled for weekend work and who are scheduled sixth (6th) and seventh (7th) shifts in order to allow the Employee to have two (2) consecutive days off are not eligible for the premium above if such schedule was mutually agreed to by the Employee and his/her Supervisor. In addition, an Employee who volunteers to change his/her schedule or who bids on and voluntarily accepts a second position which results in working sixth (6th) and seventh (7th) consecutive shifts is not eligible for the premium. This does not limit overtime compensation if other provisions of the Collective Bargaining Agreement apply.

Article 18, Section 10. Weekend Differential. Employees scheduled to work on a Saturday or Sunday as part of their work week shall receive their straight time rate plus an hourly differential of one dollar (\$1.00) per hour.

Article 18, Section 11. Urgent Care Pharmacy. Pharmacists working Urgent Care hours shall be paid a fifty cent (\$.50) per hour premium beginning at 5:00 p.m. and for all hours worked on weekends.

Article 18, Section 12. Evening Differential. Employees working a minimum of a four (4) hour shift with the majority of work hours after 6:00 p.m. shall receive an evening differential of one dollar (\$1.00) per hour for all hours of their shift.

Article 18, Section 13. Central Lab.

Weekday Evening/Night Differential. Notwithstanding Sections 10 and 12, Employees who work a minimum of a four (4) hour shift with the majority of work hours after 6:00 p.m. shall receive a differential of one dollar and fifty cents (\$1.50) per hour for all hours of their shift.

Weekend Day Differential. Notwithstanding Section 10, Employees working Saturday or Sunday shall receive two dollars (\$2.00) per hour for all hours worked prior to 6:00 p.m.

Weekend Evening/Night Differential. Notwithstanding Sections 10 and 12, Employees who work a minimum of a four (4) hour shift with the majority of work hours after 6:00 p.m. shall receive two dollars and fifty cents (\$2.50) per hour on Saturday or Sunday for all hours of their shift.

The Employee is responsible to claim such differential pay on the timecard that the Employee submits.

Article 18, Section 14. Central Lab Bonus Shift Payment. A Central Lab Employee who works more than four (4) weekend shifts in any four week period is eligible for a bonus of fifty dollars (\$50). To be eligible for this bonus, weekend shifts must be in addition to the Employee's regular schedule. All scheduled shifts must be worked in order to be eligible for the bonus.

Each shift must be a minimum of four (4) hours in order to qualify for a bonus.

Bonus shifts are shifts that become available after the regular weekend rotation has been assigned.

To assign bonus shifts for Employees:

1. Most senior Employee at straight time;
2. Most senior Employee at overtime;
3. Unscheduled shifts occurring within seven (7) days of the date to be worked shall be assigned on first come basis.

Employees working additional weekend shifts because of a personally arranged schedule exchange or replacement shall not receive the bonus for those shifts.

When hiring for on-call positions in Central Lab, inability to work shifts without creating a bonus shift liability shall be used in decisions regarding job bids.

Sick time, holiday, vacation time, and personal holiday shall impact the bonus pay in the following ways:

- A. A bonus shall be paid if compensated or uncompensated sick time is used on a scheduled weekend shift and an additional weekend shift is worked.
- B. If compensated or uncompensated sick time is used on a bonus shift, the bonus shall not be paid.
- C. The Supervisor reserves the right to monitor sick time and shall deny bonus pay to any Employee with an abuse pattern.

Article 18, Section 15. Ph.D. Scale. Effective February 1, 1999, Employees may not access the Ph.D. scale unless a bona fide opening exists. All Ph.D./LP positions shall be posted.

Article 18, Section 16. Regional and System Float Employees. Regional and System Float Employees (excluding Floats in the Dental Float Pool governed by a Letter of Understanding dated 10/05/99) shall receive two dollars (\$2.00) per hour over and above the base hourly wage for all hours worked.

Article 18, Section 17. Urgent Care Nurse Practitioners and Physician Assistants - Certified. Nurse Practitioners and Physician Assistants - Certified hired to work in Urgent Care and Nurse Practitioners and Physician Assistants - Certified working additional hours in Urgent Care which are not overtime hours as defined by the Collective Bargaining Agreement shall receive thirty-eight dollars and fifty cents (\$38.50) per hour for all Urgent Care hours worked between 5:00 p.m. and 6:00 a.m. and all hours on Saturday and Sunday.

Nurse Practitioners and Physician Assistants - Certified working additional hours in Urgent Care that will make them eligible for overtime pursuant to the Collective Bargaining Agreement shall receive thirty eight dollars and fifty cents (\$38.50) per hour or time and one-half (1.5) times their current hourly wage including applicable provisions in Sections 9, 10, and 12 of this Article, whichever is greater for all Urgent Care hours worked between 5:00 p.m. and 6:00 a.m. and all hours on Saturday and Sunday.

Article 18, Section 18. Lead Pay. An Employee who is specifically assigned a lead function by the Supervisor to direct the work of other Employees in a work area or department for a day or more shall receive additional compensation at one dollar and forty cents (\$1.40) per hour for Lead I pay and two dollars (\$2.00) per hour for Lead II pay as set forth in Article 40. Employees who are acting in a lead capacity on a temporary basis of less than three (3) weeks shall receive lead pay for only actual hours worked in this capacity. Employees who have successfully bid into a permanent lead position shall receive lead pay for all compensated hours.

Article 18, Section 19. Rewards for Employees. Human Resources and the Union shall meet to discuss the possibility of developing methods to reward Employees for high performance (e.g., gift certificates, movie passes, etc.).

ARTICLE 19 **PAYCHECKS, TIMECARDS, AND ERROR ADJUSTMENT**

Article 19, Section 1. Paycheck Information. Employees shall be paid on a bi-weekly basis. The Employee's paycheck stub shall list the earnings for the pay period along with each and every deduction including sick leave, vacation, and personal holiday benefits.

Article 19, Section 2. Call Duty Codes. The Employer shall develop a payroll coding system to record availability call, pager call, patient care call, and call out hours.

Article 19, Section 3. New Technology. When the technology becomes available to the Employer, an Employee's paycheck stub shall list all monetary reimbursements (e.g., shift differential, holiday premium, holiday pay, funeral/bereavement pay, etc.).

Article 19, Section 4. Paycheck Error. An error in an Employee's paycheck that is ten percent (10 %) or greater of the Employee's net pay shall be corrected before the close of the work day on payday or the close of the day reported to the Employer. The Employee shall have the option of picking up the corrected check on non-paid time or at the request of the Employee, the Employer shall overnight deliver the corrected "live" check to the Employee's home. All other errors shall be corrected on the Employee's next regular paycheck.

Article 19, Section 5. Benefit Accrual Error. In the event an Employee has received an incorrect benefit accrual rate, it shall be handled in the following manner:

- A. If an Employee has accrued benefits in an amount lower than appropriate, the Employer shall correct the rate of accrual and the Employee shall receive the adjustment in benefits retroactive to the date the error occurred, but no more than two (2) years from the date of the error.
- B. If an Employee has accrued benefits in an amount higher than appropriate, the Employer shall correct the rate of accrual and the Employee shall reimburse the Employer the adjustment in benefits retroactive to the date the error occurred, but no more than two (2) years from the date of the error. The Employee shall return the additional accrual to the Employer over the same time period that the over-accrual occurred, unless the Supervisor and the Employee agree otherwise.

Article 19, Section 6. Wage Error. In the event an Employee has received an incorrect wage rate, it shall be handled in the following manner:

- A. If an underpayment of wages has occurred, the Employer shall correct the error and the Employee shall be compensated for the underpayment of wages retroactive to the date the error occurred, but no more than two (2) years from the date of the error.
- B. If an overpayment of wages has occurred, the Employer shall correct the rate and the Employee shall reimburse the Employer for the overpayment of wages retroactive to the date the error occurred, but no more than two (2) years from the date of the error. The Employee shall reimburse the Employer on a mutually agreed upon payment schedule.

Article 19, Section 7. Paycheck Computation. An Employee shall be permitted to know on what basis his/her pay is arrived at and shall be given reasonable evidence of the accuracy of the computation of his/her total take home pay.

Article 19, Section 8. Time Card Adjustments. An Employee shall receive an explanation of why adjustments were made to his/her time card by his/her Supervisor.

ARTICLE 20
HOLIDAYS

Article 20, Section 1. Observed Holidays. The following holidays or days designated as such shall be recognized as holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
July Fourth	1/2 day Christmas Eve
Labor Day	

Holidays occurring on Sunday shall be observed on the following Monday. Holidays occurring on Saturday shall be scheduled as mutually agreed to by the Employer and the Employee unless the Employer designates a substitute observance on a corporate-wide basis.

The second half of the working day prior to Christmas Day (Christmas Eve) shall be designated as a holiday for Employees scheduled to work day hours. For Employees who report to work at 4:30 p.m. or later, the full shift shall be designated as a holiday.

Article 20, Section 2. Personal Holidays.

A. Employees in a Benefit Status of Thirty (30) Hours or More per Week.

Employees in a benefit status of thirty seven and one-half (37.5) hours per week shall be granted thirty-four (34) hours personal holiday time with pay for their use each benefit year. Employees in a benefit status of other than thirty seven and one-half (37.5) hours per week, but in a benefit status of at least plus thirty (+30), shall receive a pro-ration of this amount. Newly hired Employees in a benefit status of thirty-seven and one-half (37.5) hours per week shall receive, at the time of their employment, seventeen (17) hours and an additional seventeen (17) hours shall be received at the completion of six (6) months of employment. Employees in a benefit status of other than thirty-seven and one-half (37.5) hours per week, but in a benefit status of at least plus thirty (+30) shall receive a pro-ration of this amount.

B. Accrual of Holiday/Personal Holiday Benefit for Employees in a Benefit Status of Fifteen (15) Hours or More per Week, but Less than Thirty (30) Hours per Week.

Employees shall accrue one (1) hour of holiday/personal holiday time for each twenty-three and six-tenths (23.6) hours compensated except for overtime, but including workers compensation hours. Employees shall not be permitted to accrue more than eighty-two and one-half (82.5) hours in this account. Once the Employee reaches this accrual maximum, he/she shall not accrue additional time in this account until such time as the accrual is reduced to less than this maximum.

Personal holidays shall be scheduled as mutually agreed to by the Employee and the Supervisor (See Article 21, Section 5).

In the event of termination after the first year of employment, the Employee shall receive unused allotted personal holiday time. Personal holiday time shall not be carried over from year to year.

Article 20, Section 3. Holiday Pay Eligibility. In order to be eligible for holiday pay as set forth in this Article, an Employee must have worked his/her regularly scheduled work day immediately preceding the holiday and his/her regularly scheduled work day immediately following the holiday, except where the Employee is off on paid time or upon request of the Supervisor furnishes satisfactory proof of illness excusing such absence.

In order to be eligible for the Christmas Eve holiday pay as set forth in this Article, the first half of such day, if the Employee is scheduled, must be worked, compensated under other provisions of this Agreement, or off on unpaid time that has been previously approved by the Supervisor (excluding a leave of absence).

Article 20, Section 4. Easter. All Employees working on Easter shall be paid two (2) times their straight time hourly rate for every hour worked on that day.

Article 20, Section 5. Payment - Working the Full-Day Holiday.

- A. Modified Work Week/Extended Hour Employees in a benefit status of at least plus thirty (+30) shall receive a pro-ration of seven and one-half (7.5) hours of holiday pay based on their FTE at straight time, plus at the Employee's option shall be paid either: (a) two (2) times the hourly rate of pay for the hours worked on that day; or (b) straight time for the hours worked on that day plus the same number of hours worked on that day credited to his/her vacation account.

- B. Employees in a benefit status of forty (40) hours per week shall receive eight (8) hours of holiday pay at straight time, plus at the Employee's option shall be paid either: (a) two (2) times the hourly rate of pay for the hours worked on that day; or (b) straight time for the hours worked on that day plus the same number of hours worked on that day credited to his/her vacation account.
- C. Employees in a benefit status of thirty-seven and one-half (37.5) hours per week shall receive seven and one-half (7.5) hours of holiday pay at straight time, plus at the Employee's option shall be paid either: (a) two (2) times the hourly rate of pay for the hours worked on that day; or, (b) straight time for the hours worked on that day plus the same number of hours worked on that day credited to his/her vacation account.
- D. Employees in a benefit status of plus thirty (+30) shall receive a pro-ration of seven and one-half (7.5) hours of holiday pay based on their FTE at straight time, plus at the Employee's option shall be paid either: (a) two (2) times the hourly rate of pay for the hours worked on that day; or (b) straight time for the hours worked on that day plus the same number of hours worked on that day credited to his/her vacation account.
- E. Employees in a benefit status of plus fifteen (+15) shall be paid two (2) times the hourly rate for all hours worked on that day.
- F. Employees in a benefit status of minus fifteen (-15) and on-call Employees shall be paid two (2) times the hourly rate for all hours worked on that day.

Eligible Employees required to work on both the actual holiday and the day designated as such shall only receive straight time holiday pay for the designated holiday. However, such Employees shall also be paid either: (a) two (2) times the hourly rate of pay for the hours worked on that day; or (b) straight time for the hours worked on that day plus the same number of hours worked on that day credited to their vacation account for both the actual holiday and the day designated as such.

Article 20, Section 6. Payment - Working the Christmas Eve Day Holiday.

- A. Modified Work Week/Extended Hour Employees in a benefit status of at least plus thirty (+30) shall receive a pro-ration of four (4) hours of holiday pay based on their FTE at straight time, plus at the Employee's option shall be paid either: (a) two (2) times the hourly rate of pay for the hours worked on that day for one-half (1/2) of his/her scheduled shift; or (b) straight time for the hours worked on that day for one-half (1/2) of his/her scheduled shift plus the same number of hours worked on that day for

one-half (1/2) of his/her scheduled shift credited to his/her vacation account.

- B. Employees in a benefit status of forty (40) hours per week shall receive four (4) hours of holiday pay at straight time plus, at the Employee's option shall be paid either: (a) two (2) times the hourly rate of pay for four (4) hours; or (b) straight time for four (4) hours plus four (4) hours credited to his/her vacation account.
- C. Employees in a benefit status of thirty-seven and one-half (37.5) hours per week shall receive four (4) hours of holiday pay at straight time plus, at the Employee's option shall be paid either: (a) two (2) times the hourly rate for four (4) hours; or (b) straight time for four (4) hours plus four (4) hours credited to his/her vacation account.
- D. Employees in a benefit status of plus thirty (+30) shall receive a pro-ration of four (4) hours of holiday pay hours based on their FTE at straight time, plus at the Employee's option shall be paid either: (a) two (2) times the hourly rate of pay for the hours worked on that day for one-half (1/2) of his/her scheduled shift; or (b) straight time for the hours worked on that day for one-half (1/2) of his/her scheduled shift plus the same number of hours worked on that day credited to his/her vacation account.
- E. Employees in a benefit status of plus fifteen (+15) shall be paid two (2) times the hourly rate for the hours worked on that day for one-half (1/2) of their scheduled shift.
- F. Employees in a benefit status of minus fifteen (-15) and on call Employees shall be paid two (2) times the hourly rate for the hours worked on that day for one-half (1/2) of their scheduled shift.

Eligible Employees required to work on both the actual holiday and the day designated as such shall only receive holiday pay for the designated holiday. However, such Employees shall also be paid either: (a) two (2) times the hourly rate of pay for the hours worked on that day for one-half (1/2) of their scheduled shift or four (4) hours if applicable; or (b) straight time for the hours worked on that day for one-half (1/2) of their scheduled shift or four (4) hours if applicable plus the same number of hours credited to their vacation account for both the actual holiday and the day designated as such.

Article 20, Section 7. Payment - Not Working the Full-Day Holiday, but Would Have Been Regularly Scheduled to Work.

- A. Modified Work Week/Extended Hour Employees in a benefit status of at least plus thirty (+30) shall receive holiday pay for the normal number of hours they would have been scheduled that day at straight time.

- B. Employees in a benefit status of forty (40) hours per week shall receive eight (8) hours of holiday pay at straight time.
- C. Employees in a benefit status of thirty-seven and one-half (37.5) hours per week shall receive seven and one-half (7.5) hours of holiday pay at straight time.
- D. Employees in a benefit status of plus thirty (+30) shall receive holiday pay for the normal number of hours they would have been scheduled to work that day at straight time.

- E. Employees in a benefit status of plus fifteen (+15) may use time from their account in Section 2(B) in an amount equal to the normal number of hours they would have been scheduled to work that day at straight time.
- F. Employees in a benefit status of minus (-15) who cannot be scheduled shall receive holiday pay for the normal number of hours they would have been scheduled to work that day at straight time.
- G. Employees in a benefit status of on-call are not eligible.

Article 20, Section 8. Payment - Not Working the Christmas Eve Day Holiday, but Would Have Been Regularly Scheduled to Work.

- A. Modified Work Week/Extended Hour Employees in a benefit status of at least plus thirty (+30) shall receive holiday pay for one-half (1/2) of the normal number of hours they would have been scheduled that day at straight time.
- B. Employees in a benefit status of forty (40) hours per week shall receive four (4) hours of holiday pay at straight time.
- C. Employees in a benefit status of thirty-seven and one-half (37.5) hours per week shall receive four (4) hours of holiday pay at straight time.
- D. Employees in a benefit status of plus thirty (+30) shall receive holiday pay for one-half (1/2) of the normal number of hours they would have been scheduled to work that day at straight time.
- E. Employees in a benefit status of plus fifteen (+15) may use time from their account in Section 2(B) in an amount equal to one-half (1/2) of the normal number of hours they would have been scheduled to work that day at straight time.

- F. Employees in a benefit status of minus fifteen (-15) who cannot be scheduled shall receive holiday pay for one-half (1/2) of the normal number of hours they would have been scheduled to work that day at straight time.
- G. Employees in a benefit status of on-call are not eligible.

Article 20, Section 9. Payment - Not Working the Full-Day Holiday and Would Not Have Been Regularly Scheduled to Work.

- A. Modified Work Week/Extended Hour Employees in a benefit status of at least plus thirty (+30) shall receive a pro-ration of seven and one-half (7.5) hours based on their FTE credited to their vacation account.
- B. Employees in a benefit status of forty (40) hours per week shall receive eight (8) hours credited to their vacation account.
- C. Employees in a benefit status of thirty-seven and one-half (37.5) hours per week shall receive seven and one-half (7.5) hours credited to their vacation account.
- D. Employees in a benefit status of plus thirty (+30) shall receive a pro-ration of seven and one-half (7.5) hours based on their FTE credited to their vacation account.
- E. Employees in a benefit status of plus fifteen (+15) are not eligible.
- F. Employees in a benefit status of minus fifteen (-15) and on-call are not eligible.

Article 20, Section 10. Payment - Not Working the Christmas Eve Holiday and Would Not Have Been Regularly Scheduled to Work.

- A. Modified Work Week/Extended Hour Employees in a benefit status of at least plus thirty (+30) shall receive a pro-ration of four (4) hours based on their FTE credited to their vacation account.
- B. Employees in a benefit status of forty (40) hours per week shall receive four (4) hours credited to their vacation account.
- C. Employees in a benefit status of thirty-seven and one-half (37.5) hours per week shall receive four (4) hours credited to their vacation account.
- D. Employees in a benefit status of plus thirty (+30) shall receive a pro-ration of four (4) hours based on their FTE credited to their vacation account.

- E. Employees in a benefit status of plus fifteen (+15) are not eligible.
- F. Employees in a benefit status of minus fifteen (-15) and on-call are not eligible.

Article 20, Section 11. Holiday Clinic/Location Scheduling (Excluding Urgent Care). Necessary holiday work coverage shall consist of qualified Employee(s) necessary to meet the needs and expectations of the patient and shall be scheduled as follows:

- A. Part-time Employees in a benefit status of minus fifteen (-15) within the clinic/location who would have been regularly scheduled to work that day.
- B. If there are no Employees in "A," the most senior volunteer in a benefit status of non minus fifteen (-15) within the clinic/location who would have been regularly scheduled to work that day.
- C. If there are no or insufficient volunteers in "B," the most senior volunteer within the clinic/location who would not have been regularly scheduled to work that day.
- D. If there are no or insufficient volunteers in "C," assign the least senior Employee(s) within the clinic/location who would have been regularly scheduled to work that day.
- E. If there are insufficient Employees in "D," assign the least senior Employee(s) within the clinic/location who would not have been regularly scheduled to work that day.

Notwithstanding the above, where an Employee is assigned to work on a one-to-one basis with a physician and the physician is working on the holiday, such Employee may be required to work on the holiday.

Article 20, Section 12. Holiday Urgent Care Scheduling. Necessary holiday work coverage shall consist of qualified Employee(s) necessary to meet the needs and expectations of the patient and shall be scheduled as follows:

- A. At each individual work site, most senior volunteers between: (a) Urgent Care Employees who would not be in an overtime status and who would have been regularly scheduled to work that day in Urgent Care; and (b) most senior volunteers in a benefit status of minus fifteen (-15) in the Department (e.g., Laboratory, Pharmacy, Radiology) who would not be in an overtime status and who would have been regularly scheduled to work that day.

- B. If there are no or insufficient volunteers in "A," at each individual site, the most senior volunteers in Urgent Care who would not be in an overtime status and who would not have been regularly scheduled to work that day in Urgent Care.
- C. If there are no or insufficient volunteers in "B," at each individual site, most senior volunteers who would not be in an overtime status and who are not regularly scheduled in Urgent Care.
- D. If there are no or insufficient volunteers in "C," most senior volunteers in the system who would not be in an overtime status and who are not regularly scheduled in Urgent Care.
- E. If there are no or insufficient volunteers in "D," at each individual site, most senior volunteers between: (a) Urgent Care; and (b) Non-Urgent Care who would be subject to overtime.
- F. If there are no or insufficient volunteers in "E," most senior volunteers between: (a) Urgent Care; and (b) Non-Urgent Care employees respectively in the system who would be subject to overtime.
- G. If there are no or insufficient volunteers in "F," assign the least senior Employee at the individual site in Urgent Care who would have been regularly scheduled to work that day.
- H. If there are no or insufficient Employees in "G," assign the least senior Employee at that individual site in Urgent Care who would not have been regularly scheduled to work that day.

Article 20, Section 13. Required Holidays To Work. No Employee shall be required to work more than one-half (1/2) the designated holidays. In addition, Employees shall not be required to work both Christmas Eve and Christmas Day.

Article 20, Section 14. Holidays During Vacation. Holidays that occur during an Employee's vacation shall be paid as a holiday and shall not be charged as a vacation day.

ARTICLE 21
VACATION

Article 21, Section 1. Vacation Advancement. Employees in a benefit status of at least plus thirty (+30) shall be advanced vacation with pay in January of each calendar year in which it is earned. For Employees in a benefit status of thirty-seven and one-half (37.5) hours per week, vacation advancement shall be based on a thirty-seven and one-half (37.5) week. Employees in a benefit status other than thirty-seven and one-half (37.5) hours, but in a benefit status of at least +30 (thirty hours or more per week but less than thirty-seven and one-half hours per week) or greater shall receive a pro-ration of vacation from the schedule below based on the number of hours they are regularly scheduled to work per week. If such Employees work more straight-time hours than their regular schedule anticipated in a calendar year they shall receive additional vacation time on a retrospective basis. If the total hours compensated, including workers compensation hours, exceeds the expected number of hours (based on the Employee's full-time equivalency), the Employee shall receive additional vacation hours in January of the subsequent year.

If an Employee is scheduled for hours of work that do not include time for a rest period and/or a meal period, the hours worked during the rest period and/or meal period shall be considered compensated hours if such time is compensated.

Vacation Advancement Schedule

The following schedule is based upon a thirty-seven and one-half (37.5) hour week.

1. Employees having up to and including five (5) years of employment receive one hundred twelve and one-half (112.5) hours of vacation with pay per year.
2. Employees having more than six (6) years of employment receive one hundred twenty (120) hours of vacation with pay per year.
3. Employees having more than seven (7) years of employment receive one hundred twenty-seven and one-half (127.5) hours of vacation with pay per year.
4. Employees having more than eight (8) years of employment receive one hundred thirty-five (135) hours of vacation with pay per year.
5. Employees having more than nine (9) years of employment receive one hundred forty-two and one-half (142.5) hours of vacation with pay per year.

6. Employees having more than ten (10) years of employment receive one hundred fifty (150) hours of vacation with pay per year.

Vacation is pro-rated for the beginning year of employment.

Employees in a benefit status of at least +15 (fifteen hours or more per week but less than thirty hours per week) shall earn vacation with pay based on the number of years of service in a benefit status from their benefit date to their current benefit pay period as outlined below. Overtime and double time shall not be included in hours compensated for the purpose of computing this benefit. Workers compensation hours shall be counted as compensated hours.

1. Zero (0) to ten (10) years of service in a benefit status – one (1) hour of vacation for each seventeen and one-half (17.5) hours compensated.
2. More than ten (10) years of service in a benefit status – one (1) hour of vacation for each thirteen (13) hours compensated.

Accruals are subject to the same limits established in Article 21, Section 8.

Article 21, Section 2. Benefit Date. The vacation advancement shall be determined as of the Employee's benefit date. The benefit date is the date on which the Employee becomes eligible for time-off and insurance benefits. This date shall be adjusted for those periods of time that the Employee is ineligible for such benefits.

Article 21, Section 3. Granting Vacation.

- I. **Vacation Bidding.**
 - A. Between January 9 and February 1, Employees shall bid on vacation and personal holidays for the time period between April 1 and September 30. Employees may bid on time beyond September 30 if such requested time is consecutive and the first day of the requested time is on or before September 30. Vacation time and personal holiday time shall be considered together and treated equally.
 - B. On or before February 15, the Supervisor shall distribute the vacation/personal holiday schedule for April 1 through September 30.

- C. For any vacation time during June, July, and August, Employees shall be entitled to only:
- 1) two (2) Fridays per month; or
 - 2) two (2) Mondays per month; or
 - 3) one (1) Friday and one (1) Monday combination per month.

However, the above restriction shall apply to two (2) individual days or one (1) Friday and one (1) Monday combination and shall not apply to vacation selections that involve at least five (5) consecutive days.

It shall be the Employee's responsibility to adhere to the above requirements.

If, during the bidding process, an Employee bidding for vacation discovers that an Employee who has already completed his/her bidding has not been in compliance with these requirements, the Employee shall notify the Supervisor or designee before the end of the bidding process. The "extra" day(s) shall not be awarded to the Employee.

The above restriction is to be used during the initial bidding process. For additional Friday and/or Monday requests, refer to D of this Section.

- D. If there are additional Fridays and Mondays that were not originally bid on or were not awarded during the bidding process in "C," they shall be awarded by seniority according to the wait list.
- E. Between July 9 and August 1, Employees shall bid on vacation and personal holidays for the time period between October 1 and March 31. Employees may bid on time beyond March 31 if such requested time is consecutive and the first day of the requested time is on or before March 31. Vacation time and personal holiday time shall be considered together and treated equally.
- F. On or before August 15, the Supervisor shall distribute the vacation/personal holiday schedule for October 1 through March 31.

Employees shall indicate their vacation preference on a calendar, with the most senior Employee having first choice, the second most senior Employee having second choice, etc. The calendar shall be passed to the next Employee within the established timelines. Employees may also indicate on the calendar that they wish to be placed on a wait list. Employees may not change their vacation times once the calendar has moved to the next Employee.

- II. Short Term Vacation Requests. Employees who did not request all of their allocated vacation leave and personal holidays during the vacation/personal holiday bidding period may request short-term notice vacation/personal holiday. The Supervisor shall respond within one (1) week to Employee requests for leftover unscheduled vacation/personal holiday time.

- III. Staffing Requirements. In all cases, consideration having been given to the requirements of the working force, vacation shall be allocated in accordance with the Employee's request. In the event of conflicting requests, job classification seniority within the department by clinic/location shall govern. Leads shall be included in their respective job classification by seniority for vacation requests with the understanding that the clinic/location can limit the number of leads off at one time. Pharmacy is granted by job classification within the system.

Employees shall not be required to use vacation at the same time as the primary physician or dentist with whom they work in order to maintain team-based care.

Article 21, Section 4. Vacation Scheduling for System Float Employees.

The vacation for system float Employees shall be granted as follows:

- A. Dental System Floats. Vacation shall be granted based on classification seniority within the float pool.

- B. Pharmacy System Floats. Vacation shall be granted based on classification seniority within the classification.

- C. Laboratory System Floats. Vacation shall be granted based on classification seniority within the home clinic/cost center.

Article 21, Section 5. Vacation Liquidation. Employees who terminate employment and have been employed for more than six (6) months shall receive a pro-rata of earned vacation on a monthly basis. However, Employees who terminate employment with less than one (1) month notice shall not be eligible.

Article 21, Section 6. Vacation Use Upon Termination. An Employee shall not extend his/her termination date by using vacation (or other paid leave) after the last day worked.

Article 21, Section 7. Vacation Maximum for Employees in A Benefit Status of Thirty (30) Hours or More Per Week.

- A. **Employees With a Benefit Date Before January 1, 1985.** Employees with a benefit date before January 1, 1985, shall be permitted to carry over twice their annual entitlement plus their current vacation earnings each January. If an Employee has lost vacation hours because of these carryover maximums, those lost hours cannot be reinstated in the subsequent vacation year as the Employee uses his/her accrued vacation. In such instances, the vacation time is lost, not merely not usable until the excess has been used. However, if an Employee has made a good faith effort to use the excess vacation before the end of the vacation year, and is unable to do so, the Employee shall have an additional three (3) months to use the excess vacation. If the excess vacation is not used during this three (3) months, the Employee shall lose the excess vacation.
- B. **Employees with a Benefit Date on or After January 1, 1985.** Employees with a benefit date on or after January 1, 1985, shall be permitted to carry over a maximum of ten (10) days or two (2) working weeks plus their current vacation earnings. If an Employee has lost vacation hours because of these carryover maximums, those lost hours cannot be reinstated in the subsequent vacation year as the Employee uses his/her accrued vacation. In such instances, the vacation time is lost, not merely not usable until the excess has been used. However, if an Employee has made a good faith effort to use the excess vacation before the end of the vacation year and is unable to do so, the Employee shall have an additional three (3) months to use the excess vacation. If the excess vacation is not used during this three (3) months, the Employee shall lose the excess vacation.

Article 21, Section 8. Vacation Maximum for Employees in a Benefit Status of Fifteen (15) Hours or More Per Week but Less Than Thirty (30) Hours Per Week.

- A. **Employees with a Benefit Date Before January 1, 1985.** Employees with a benefit date before January 1, 1985, shall be permitted to maintain a vacation balance up to the maximum amount of twice their annual entitlement plus their current vacation earnings. Those employees who have accrued more than this amount shall not lose any of their vacation time, but shall not be able to earn additional vacation time until their vacation balance has been reduced to their allowable maximum.

- B. Employees With a Benefit Date On or After January 1, 1985. Employees with a benefit date on or after January 1, 1985, shall be permitted to maintain a vacation balance up to a maximum of ten (10) days or two (2) working weeks plus their current vacation earnings. Those employees who have earned more than this amount shall not lose any of their vacation time but shall not be able to earn additional vacation until their vacation balance has been reduced to their allowable maximum.

Article 21, Section 9. Vacation Donation. An Employee may voluntarily donate a portion of his/her accrued vacation and/or personal holiday to financially assist an eligible Employee (either within or outside the bargaining unit) who has exhausted his/her applicable sick, vacation, and personal holiday benefits due to his/her extended disability or the extended disability of his/her family member.

ARTICLE 22 SICK LEAVE

Article 22, Section 1. Sick Leave Eligibility and Accrual. After completion of ninety (90) calendar days, a new Employee in a benefit status of thirty-seven and one-half (37.5) hours per week shall be entitled to three and forty-seven one-hundredths (3.47) hours of sick leave for each pay period of the first ninety (90) calendar days and shall be entitled to three and forty-seven one-hundredths (3.47) hours per pay period additional sick leave thereafter up to a maximum of ninety (90) hours per year. Employees in a benefit status other than thirty-seven and one-half (37.5) hours per week, but in a benefit status of at least +30 (thirty hours or more per week but less than thirty-seven and one-half hours per week) or greater shall receive an exact pro-ration of the sick leave benefit. Workers compensation hours shall be included in determining an Employee's benefit status for purposes of computing this benefit. If an Employee is scheduled for hours of work that do not include time for a rest period and/or a meal period, the hours worked during the rest period and/or meal period shall be considered compensated hours if such time is compensated. However, such time shall not exceed more than three and forty-seven one-hundredths (3.47) hours per pay period.

For Employees in a benefit status of +15 (fifteen hours or more per week but less than thirty hours per week) the Employees shall accrue one (1) hour of sick leave for every twenty-two (22) hours compensated, including workers compensation hours. After completion of ninety (90) calendar days, a new Employee shall be entitled to use his/her accumulated hours of sick leave and shall continue to earn sick leave on the basis of the above formula.

Unused sick leave hours shall be totally accumulative.

Article 22, Section 2. Sick Leave Use for Employee. Sick leave may be used when the Employee is unable to work due to his/her illness, injury, or disability.

Article 22, Section 3. Sick Leave Use for Other than Employee. An Employee in a benefit status of +30 (thirty hours or more per week but less than thirty-seven and one-half hours per week) or greater shall be granted up to ten (10) days or a maximum of eighty (80) hours of paid absence per calendar year, in total, due to illness or injury of an Employee's spouse or spousal equivalent or parent, where the Employee must be off work to attend to the needs of such relative. Time taken shall be deducted from the Employee's unused sick leave time. The Employee may be asked to furnish satisfactory proof of illness.

For Employees in a benefit status of +15 (fifteen hours or more per week but less than thirty hours per week) up to one-fourth (1/4) of the sick leave accrued in a calendar year can be used each calendar year for absences due to illness or injury of an Employee's spouse or spousal equivalent or parent, where the Employee must be off work to attend to the needs of such relative.

Employees shall have the ability to use accrued sick leave due to illness or injury of an Employee's dependent child. The dependent child must be an unmarried natural or legally adopted child, an unmarried grandchild who resides in the home of the Employee, or an unmarried step child who resides in the home of the Employee. Such child must also be under nineteen (19) years of age or under twenty-five (25) years of age if the child is still attending school full-time and is an eligible dependent of the Employee for tax purposes. A dependent who is beyond the limiting age who is physically or mentally disabled and a dependent for tax purposes also qualifies.

Article 22, Section 4. Doctor Time. Full-time Employees shall be allowed a reasonable amount of time off with pay for routine dentist, diagnostic, and first follow-up visits to a physician or other licensed providers of health services. This shall only include the actual time spent at the visit in addition to necessary travel time. This does not include any visits for a family member. Such time off must be approved in advance by the Employee's Supervisor. For appointments lasting longer than three (3) hours of the Employee's work time, the total time away from work shall be charged to the Employee's sick time. Typical examples are listed below:

- An Employee becomes ill at work and goes to the doctor to have the illness diagnosed.
- An Employee has a six (6) month dental checkup, followed up with an appointment to have a tooth filled.
- An Employee has a physical examination and three (3) specific follow up procedures were recommended.

- An Employee has an initial and three (3) follow up visits for short term physical therapy sessions.
- Monthly checkups for pregnant Employees.
- The first mental health visit and six (6) subsequent visits.

Such time off with pay shall not be available to part-time Employees except in the rare instance that an appointment cannot be made during non-scheduled hours.

All appointments need to be approved by the Supervisor in advance and efforts shall be made to avoid taking work time for doctor visits as much as possible. Upon the request of the Supervisor, the Employee shall provide a completed medical or dental appointment slip signed by the examining physician, dentist, or health care provider.

Article 22, Section 5. Sick Leave Prior to and Following Vacation. To qualify for sick leave benefits if absent prior to or immediately following a vacation, the Employee shall furnish satisfactory proof of such illness, upon request of the Supervisor.

Article 22, Section 6. Sick Leave During Vacation or Holiday. An Employee or the Employee's child who is sick or disabled due to an accident or illness during a holiday or scheduled vacation and who furnishes satisfactory medical evidence of such accident or illness may apply for the use of sick leave for such time from the Employee's sick leave account. The Employee's personal holiday or vacation time shall not be charged for such days.

Article 22, Section 7. Requirement for Medical Certification. The Supervisor shall not require Employees to furnish satisfactory proof of illness as a routine matter for absence from work. However, in instances where the Supervisor suspects that the Employee has abused the sick leave benefit, satisfactory proof of illness may be required. In addition, an Employee who used sick leave for three (3) consecutive days shall furnish the Supervisor with a doctor's certificate as evidence of a bona fide illness, upon the request of the Supervisor.

Article 22, Section 8. No Sick Leave Payout. Any sick leave an Employee has accrued, but not used, prior to an Employee's termination of employment shall be forfeited at the time of termination.

Article 22, Section 9. Sick Leave Incentive. As an attendance incentive, full-time Employees who use no more than seven and one-half (7.5) hours (or the number of hours in their regularly scheduled day) of sick leave in the twenty-six (26) pay periods in the previous year shall receive one (1) day's pay. The incentive payment and the number of hours required to qualify shall be pro-rated for part-time Employees in a benefit status of +15 (fifteen hours or more per week but less than thirty hours per week). Employees must be employed in a full-time or +15 (fifteen hours or more per week but less than thirty hours per week) benefit status position for the entire twenty-six (26) pay periods in the previous year to be eligible for this incentive. Employees who are off work because of an injury on the job shall not have those days counted as sick leave days for purposes of the attendance incentive.

Article 22, Section 10. Banked Sick Leave. Employees in a benefit status of -15 (less than fifteen hours per week) excluding on-call Employees who have previously accrued sick leave in a benefit status position and whose sick leave is in a "banked" account may use sick leave when they are unable to work due to his/her illness, surgery, or disability.

Employees who successfully bid into a benefit eligible status position shall have any sick leave in a "banked" account reinstated.

ARTICLE 23
FUNERAL/BEREAVEMENT LEAVE

An Employee shall be granted a leave of absence without loss of pay for up to three (3) consecutive scheduled work days (unless other arrangements are made between the Employee and Supervisor) at his/her request in case of death in the immediate family or member of the household. If the deceased relative is at a distance requiring special travel, up to an additional two (2) consecutive scheduled work days shall be allowed without loss of pay. The total time away from work shall not exceed seven (7) calendar days. Immediate family or household member shall include:

- *Parents of the Employee*
- Parents of the Employee's spouse/spousal equivalent
- *Sister of the Employee*
- *Sister of the Employee's spouse/spousal equivalent*
- *Brother of the Employee*
- *Brother of the Employee's spouse/spousal equivalent*
- *Spouse/spousal equivalent*
- *Son of the Employee*
- *Son of the Employee's spouse/spousal equivalent*
- *Daughter of the Employee*
- *Daughter of the Employee's spouse/spousal equivalent*
- *Grandparents of the Employee*
- *Grandchildren of the Employee*
- Any member of the household residing with the Employee at the time of death.

ARTICLE 24
JURY DUTY

Article 24, Section 1. Policy. When the Employee receives compensation from the court, he/she shall endorse the check over to the Employer, and forward it to the Payroll Department, except for that portion that the Employee is entitled to retain pursuant to law.

Article 24, Section 2. Day Shift. Employees who are scheduled to start work prior to 5:00 p.m. shall receive their straight time hourly rate for the regularly scheduled hours of work during the time of such jury service.

Article 24, Section 3. Evening Shift. Employees who are scheduled to work evenings (5:00 p.m. start or later) and are scheduled for Jury Duty that same day shall not be required to work that evening shift if their daily tour of Jury Duty has not ended by noon that day and shall receive their straight time hourly rate for the regularly scheduled hours of the evening shift. The Employee shall notify his/her Supervisor of his/her status of Jury Duty daily.

Article 24, Section 4. Night Shift. Employees who are scheduled to work the night shift and are scheduled for jury duty the following day shall not be required to work that night shift and shall receive their straight time hourly rate for the regularly scheduled hours of the night shift.

Article 24, Section 5. Notification. Employees called to Jury Duty shall notify their Supervisor within twenty-four (24) hours of receipt of notice or the next business day, whichever is later.

Article 24, Section 6. Report to Work. If the daily tour of Jury Duty should end at a reasonable time prior to the end of the Employee's work day, the Employee is expected to report back for the remaining hours of his/her work day.

ARTICLE 25 **LEAVES OF ABSENCE**

Article 25, Section 1. Policy. Leaves of absence shall be granted as provided in this Article.

Article 25, Section 2. Successive Leaves. An Employee requesting two (2) immediately successive leaves of absence (such as medical and personal) is limited to a total of six (6) months. An Employee returning from a combination medical/personal leave of absence not exceeding six (6) months shall be reinstated to his/her former position unless conditions have changed to the extent that it is not reasonable to do so. In this event, the Employee shall be reinstated to a position in the system in the same benefit status (+30, +19, -19) and pay.

Article 25, Section 3. Replacement of Employees on Leave. Any replacement Employee assigned or hired to perform the duties of the Employee on a leave of absence shall be regarded as temporary during the period within which the Employee is on leave of absence. In the event the Employee returns to his/her former position following the leave of absence, the replacement Employee shall be terminated or returned to his/her former position at the rate of pay established for that classification or his/her former rate whichever is higher, including the domino effect upon other temporary Employees necessarily reassigned to accommodate the Employee on the leave of absence.

Article 25, Section 4. Continuation of Insurance.

- A. **Unpaid Personal Leave.** Employees on an approved unpaid personal leave of absence may extend their group medical and dental coverage, life insurance, and long-term disability insurance (if applicable) by paying the full cost of such coverage.
- B. **Medical Leave.** For Employees on medical leave, the Employer shall continue to pay the Employer contribution toward medical and dental coverage, life insurance, and long-term disability insurance (if applicable).
- C. **Parenting Leave.** For Employees on parenting leave not exceeding four (4) months, the Employer shall continue to pay the Employer contribution toward medical and dental coverage, life insurance, and long-term disability insurance (if applicable).

Article 25, Section 5. Personal Leave/Internship Leave (Internship Leave is for Behavioral Health Department Employees Only).

- A. **Granting.** Personal leaves of absence are voluntary and may be granted for other than medical reasons for a period of up to six (6) months. Internship leaves for Behavioral Health Department Employees may be granted for a period of up to one (1) year. Such approval shall not be granted automatically, but shall be based on the judgment of the Supervisor with due consideration to the needs of the workforce and on a non-discriminatory basis.
- B. **Use of Time.** Employees may use personal holiday and vacation time during a personal or internship leave of absence. The remainder of the leave shall be without pay.
- C. **Partial Leave.** Subject to the approval of the Supervisor, an Employee may be granted a partial personal or internship leave of absence or may request to return from a personal or internship leave of absence at a reduced schedule prior to the end date of the leave. The Employee's benefits shall be pro-rated based on the remaining hours he/she is scheduled to work. Pro-ration of benefits includes time-off accruals and eligibility and premiums for insurance benefits. At the conclusion of the leave, the Employee shall revert to his/her original schedule.

- D. **Return to Work.** Employees on personal or internship leave of absence are entitled to return to their former position if they return to work within forty-five (45) calendar days after the beginning of the leave. Employees returning to work after forty-five (45) calendar days are entitled to return to a position in the system in the same job classification, same pay, same benefit status (+30, +19, -19) as their former position if the Employee is qualified and such a vacancy exists. This position shall be made available to the Employee prior to posting for bidders or Bid Board applicants. If no such vacancy is available, the Employee shall be placed on the Recall List and shall have recall rights pursuant to Article 11.
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- E. **Notice of Return.** Employees returning from a personal or internship leave of absence of at least thirty (30) calendar days must give a minimum of two (2) weeks written notice to the their Supervisor and the Union of their intent to return.

Article 25, Section 6. Medical Leave.

- A. **Granting.** In the case of illness, injury, or temporary disability that exhausts accumulated sick leave, a medical leave of absence without pay shall be granted. Accrued vacation and personal holiday time can be used after sick leave has been exhausted; however, the use of such vacation or personal holiday shall not extend the length of the leave.
- B. **Medical Evaluation.** Prior to granting a medical leave, the Supervisor may require an Employee to be evaluated by a medical practitioner selected by the Employer. The cost of the medical evaluation shall be borne by the Employer. The Employer shall maintain confidentiality of the evaluation and only pertinent information shall be disclosed.
- C. **Written Notification.** Within two (2) weeks of granting a medical leave, Human Resources shall provide the Employee with a written notification of such.

- D. Return to Work. An Employee on a medical leave of absence of six (6) months or less shall be entitled to return to his/her former position. An Employee unable to return to work after six (6) months of medical leave of absence may have his/her position filled. In determining this six (6) month period of time, any sick leave that the Employee used as part of his/her medical leave shall be counted. An Employee returning after six (6) months, but sooner than twelve (12) months shall be returned to a position in the same classification and benefit status (+30, +19, -19) as his/her former position in the system if the Employee is qualified and such a vacancy exists. This position shall be made available to the Employee prior to posting for bidders or Bid Board applicants. If no such vacancy is available, the Employee shall be placed on the Recall List and shall have recall rights pursuant to Article 11.

Leave extension beyond one (1) year shall be subject to Employer and Union agreement. An Employee on a medical leave beyond twelve (12) months or the agreed upon amount of time shall be terminated for all purposes except that an Employee may continue on a medical leave of absence for up to twenty-nine (29) months or until the Employee obtains health insurance with another employer, whichever comes first, in order to maintain eligibility under the Employer's medical plan. However, if and when the Employee is able to return to working status, the Employer shall make every effort and consideration for rehire. This is not to be construed as a guaranteed job placement.

- E. Recurrent Leave. If an Employee returns to work from a medical leave for less than one (1) month before returning to a medical leave status, there shall be no break in the medical leave and the length of the medical leave shall be counted from the first day the Employee was first placed on medical leave status.
- F. Temporary Reduced Schedule. If an Employee returns to work from a medical leave on a reduced schedule than he/she was working prior to his/her medical leave or an Employee must work a reduced schedule because of illness, injury, or temporary disability, the Employee shall be considered to be on a partial medical leave and the counting of time on medical leave shall be the amount of time that the Employee's schedule is reduced.

- G. Return to Part-Time Status. If a full-time Employee returns to work from a medical leave to a part-time status, the Employee shall provide his/her Supervisor with the estimated duration of the part-time status. If it is estimated that the part-time status shall last longer than two (2) weeks, the Employer may require a second medical opinion to determine the Employee's medical condition and work restrictions, with the medical practitioner to be selected by the Employer and the cost of the second opinion shall be borne by the Employer.

Article 25, Section 7. Parenting Leave. Parenting leaves, including adoption, leave of up to four (4) months shall be granted at the request of the Employee.

At the discretion of the Employee, the leave (for either the mother or the father) may begin before or at the time of the birth of the child or, for adoption leave, before or at the time of the child's placement in the adoptive parent's home and shall be for the purpose of arranging the child's placement or caring for the child after placement.

An Employee may request an extension of a parenting leave for an additional two (2) months. Such extension shall not be automatically granted, but approval shall be based on the judgment of the Supervisor with due consideration to the needs of the workforce and on a non-discriminating basis.

Subject to the approval of the Supervisor, an Employee may be granted a partial parenting leave or allowed to return from the leave at a reduced schedule prior to the end date of the leave. The Employee's benefits shall be pro-rated based on the remaining hours he/she is scheduled to work. The pro-ration of benefits includes time-off accruals. At the conclusion of the leave, the Employee shall revert to his/her original schedule.

An Employee returning from a parenting leave of four (4) months or less shall be reinstated to his/her former position. An Employee who does not return to work at the end of four (4) months may have his/her position filled. An Employee returning after four (4) months shall be returned to a position in the same classification and benefit status (+30, +19, -19) as his/her former position in the system if the Employee is qualified and such a vacancy exists. This position shall be made available to the Employee prior to posting for bidders or Bid Board applications. If no such vacancy is available, the Employee shall be placed on the Recall List and shall have recall rights pursuant to Article 11.

Article 25, Section 8. FMLA Qualifying Leave. The twelve (12) month time period used to determine an Employee's entitlement to FMLA qualifying leave shall be from January 1 through December 31.

Article 25, Section 9, Union Business Leave.

- A. The Employer agrees to grant, on a non-discriminatory basis, the necessary and reasonable time off without pay to any Employee designated by the Union for Union business. For periods of more than one (1) day, the Union shall give one (1) week's notice. For periods of one (1) day or less, the Union shall give two (2) working days notice.
- B. Leaves of absence without pay shall be granted to duly elected delegates to Union conventions for a period not in excess of three (3) working days.

Article 25, Section 10, Voting Time Leave. An Employee who is eligible to vote in any statewide general or primary election, any election to fill a vacancy in the office of a representative in Congress, or a special election held to fill a seat in the Minnesota Legislature, may absent him/herself from work with pay for the purpose of voting during the forenoon of such election day provided the Employee has made prior arrangements for such absence with his/her Supervisor.

Article 25, Section 11, School Conference and Activities Leave. Employees in a benefit status of +15 (fifteen or more hours but less than 30 hours per week) or greater shall be granted up to a total of sixteen (16) hours of unpaid time during any twelve (12) month period to attend school conferences or school related activities related to the Employee's child provided the conferences or school related activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the Employee shall provide reasonable prior notice of the leave and shall make a reasonable effort to schedule leave so as not to disrupt unduly the operations of the Employer. An Employee may use vacation or personal holiday time.

Article 25, Section 12, Military Leave. The parties agree that Employees shall be granted leaves of absence for military training in the National Guard or Reserve without sacrifice of vacation and personal holiday time.

Article 25, Section 13, Failure to Return from Leave. Employees who do not return to work after the expiration of the leave and who have not received supervisory approval for an extension of the leave shall be considered to have voluntarily quit.

ARTICLE 26
EMPLOYEE REQUESTS FOR REDUCTION IN HOURS

Article 26, Section 1. Request. Current Employees interested in reduced hours in the same position and the reduction is greater than four (4) hours per week (5 hours per week if the Employee works an extended hour schedule) may request to reduce their hours. If the Supervisor elects to honor this request (see below regarding posting of remaining hours), the reduced hours shall be posted at the clinic/location. If a more senior qualified Employee does not indicate an interest, the Employee originally requesting the reduced hours shall be granted the position. If a more senior qualified Employee does indicate an interest in these reduced hours, the senior qualified Employee shall be granted the position, and the Employee who originally requested the reduced hours shall move into the senior Employee's position or may bid on another position.

Article 26, Section 2. FTE Status. In all cases, if a full-time Employee requests the reduction in hours, only full-time Employees in a benefit status of +30 (thirty or more hours but less than thirty-seven and one-half hours per week) or greater in the same classification may bid on the position and if a part-time Employee requests a reduction in hours, only part-time Employees in the same classification may bid on the position.

Article 26, Section 3. Posting Remaining Hours. The remaining hours shall be posted system-wide for bidding by all Employees. However, if the Supervisor determines that it can honor an Employee's request to reduce his/her hours only if the remaining hours do not have to be posted, the Supervisor shall first discuss not posting the remaining hours with the Union. If the Union agrees that the remaining hours do not need to be posted, the Employer shall honor the request.

ARTICLE 27
EDUCATION/PROFESSIONAL PROGRAM

Article 27, Section 1. Policy. The Employer recognizes the importance of establishing a program providing Education and Professional opportunities for Employees.

Article 27, Section 2. Programs. The Employer recognizes that such program shall include the following:

- A. It shall be implemented on a non-discriminatory basis.

- B. Employees who are required to be relicensed or recertified in order to maintain their professional credentialing or who are required by the Employer to be recertified or relicensed are eligible to receive three hundred dollars (\$300.00) reimbursement per contract year.

The reimbursement shall be used toward the cost of training programs or courses that carry Continuing Education credits applicable to their specific certification or licensure (see Section 3 for specific job titles). In addition, these dollar amounts may be used toward the cost of travel, meals, and expenses while attending a conference that carries Continuing Education credits applicable to the Employee's specific certification or licensure, and registration fees for such conferences. One hundred fifty dollars (\$150.00) of the reimbursement may be used to purchase professional journals and magazines or educational tapes per contract year. Employees may request reimbursement for Continuing Education courses that could exceed the above allowance, but there is no guarantee these shall be honored. CEU dollar amounts are not pro-rated.

- C. Employees in a benefit status of at least +15 (fifteen or more hours per week) may request time off from work to attend the above courses. Upon approval, such employees in a benefit status of thirty-seven and one-half (37.5) hours per week shall be paid for regularly scheduled hours of work missed, up to twenty four (24) hours of paid work time per contract year. Employees in a benefit status other than thirty-seven and one-half (37.5) hours per week shall receive a pro-rata of these hours.
- D. Employees shall not be required to take vacation to attend any course or program, but may be given a leave of absence or time off without pay subject to staffing needs.
- E. Employees shall submit requests for educational reimbursement on a form provided by the Employer.

Article 27, Section 3. Specific Job Titles.

- A. Surgeons Assistants shall receive nine hundred dollars (\$900.00) per contract year.

- B. Midwives, Physician Assistants - Certified, and Nurse Practitioners are eligible to receive one thousand seven hundred fifty dollars (\$1,750.00) per contract year.
 - C. Behavioral Health Department Employees shall receive one thousand five hundred dollars (\$1,500.00) over the term of this Agreement. This amount may be used for supervision.
 - D. Medical Social Workers shall receive one thousand five hundred dollars (\$1,500.00) over the term of this Agreement.
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- E. Physician Assistants - Certified, Surgeons Assistants, Midwives and Nurse Practitioners in a benefit status of thirty-seven and one-half (37.5) hours per week shall receive up to thirty-seven and one-half (37.5) hours per contract year to attend CEU courses. Physician Assistants - Certified, Surgeons Assistants, Nurse Practitioners and Midwives in a benefit status other than thirty-seven and one-half (37.5) hours per week, but in a benefit status of at least fifteen (15) hours per week shall receive a pro-rata of these hours.
 - F. Behavioral Health Department Employees in a benefit status of thirty-seven and one-half (37.5) hours per week shall receive up to thirty (30) hours per contract year to attend CEU courses/supervision. Behavioral Health Department Employees in a benefit status other than thirty-seven and one-half (37.5) hours per week, but in a benefit status of at least fifteen (15) hours per week shall receive a pro-rata of these hours.
 - G. Medical Technologists shall be eligible for three hundred dollars (\$300.00) per contract year notwithstanding that the Employee has multiple licenses.
 - H. Dietitians R.D. shall receive one thousand five hundred dollars (\$1,500.00) over the term of this Agreement.
 - I. Womens Health Specialists shall receive nine hundred seventy five dollars (\$975.00) over the term of this Agreement.
 - J. Dental Hygienists shall receive four hundred dollars (\$400.00) per contract year.

Article 27, Section 4. Pre-Approval Payment. Employees may request prepayment for course registration only and if the amount is fifty dollars (\$50.00) or more. Any prepayment check shall be sent to the institution/school. Employees should request such prepayment at least four (4) weeks prior to the registration due date.

Article 27, Section 5. Central Data Base. The Employer shall establish a central data base to report Employees' licensure/certification effective and renewal dates, and CEU requirements for applicable job titles.

Article 27, Section 6. New Technology. When the technology becomes available to the Employer, information shall be made available to Employees and Supervisors regarding the amount of time and money available for use under this Article.

ARTICLE 28 **IN-SERVICE EDUCATION**

Article 28, Section 1. Policy. The Employer shall offer in-service programs to improve Employee skills in the delivery of health care and related services.

Article 28, Section 2. Availability. The Employer shall use its best efforts to insure that appropriate in-service training sessions are available to all Employees in a particular classification or classifications. It is understood that from time to time such in-service training may have unique application to particular clinics/locations or smaller groups of Employees. In those instances, such training need not be made available to all Employees in the classification or to Employees in all clinics/locations.

Article 28, Section 3. Continuing Education. When feasible, the Employer shall seek to design courses to meet the requirements of the various organizations that have mandatory continuing education as a criterion for protected job titles and/or job performance applicable to the Employee.

ARTICLE 29 **EDUCATIONAL ASSISTANCE**

Article 29, Section 1. Eligibility. An Employee must have been continuously employed by the Employer for at least one (1) year and be in a benefit status of at least +15 (fifteen or more hours but less than thirty hours per week) or greater. In addition, the Employee must receive a grade of "C" or better in the course in order to be reimbursed.

Article 29, Section 2. Determination of Appropriate Courses. To be reimbursed, the course must be related to the Employee's current and/or potential work assignment at Group Health, Inc. The Employee's Supervisor shall determine the relatedness of the course to the work assignment.

The course must be taken at an accredited vocational school, technical college, accredited college (including community college), university, or other equivalent institution.

Article 29, Section 3. Reimbursement. The Employee shall be reimbursed for the costs of tuition, textbooks, materials, supplies, and covered classes up to a maximum of one thousand five hundred dollars (\$1,500.00) per calendar year.

Article 29, Section 4. Procedure. Eligible Employees who want to participate shall submit an application for assistance to their Supervisor prior to enrolling in the course.

Reimbursement shall be made only after the course is completed.

Article 29, Section 5. Forfeiture of Reimbursement. Reimbursement shall be forfeited, if prior to successful completion of the course any of the following occurs:

- A. Voluntary or involuntary termination.
- B. Unpaid personal leave of absence.
- C. Layoff.
- D. Transfer to a benefit status of less than plus fifteen (+15).

ARTICLE 30 **INSURANCE BENEFITS**

Article 30, Section 1. Medical Plan for Employees in a Benefit Status of Thirty (30) or More Hours per Week. The Employer shall provide such Employees with medical-surgical and related services in the HealthPartners Classic or the HealthPartners Choice Plan. Upon employment, the Employer shall pay the premium for and on behalf of the Employee enrolled in the Classic Single Medical Plan. The Employee's monthly contribution for enrollment in other Medical Plans and for family medical coverage shall be as specified below. The Employer shall contribute the remaining monthly premium cost.

	<u>Effective 2-1-05</u>	<u>Effective 2-1-06</u>	<u>Effective 2-1-07</u>
<u>Classic Plan</u>			
Single	\$0	\$0	\$0
Family	\$70	\$70	\$70

There are no office visit co-pays under the Classic Plan.

HealthPartners Choice Plan

Single	\$60	\$60	\$60
Family	\$125	\$125	\$125

Article 30, Section 2. Medical Plan for Employees in a Benefit Status of at Least Fifteen (15) Hours per Week but less than Thirty (30) Hours per Week.

The Employer shall provide such Employees the option for medical-surgical and related services in the HealthPartners Classic or the HealthPartners Choice Plan. If the Employee elects this option, the Employee's monthly contribution toward single or family coverage shall be as specified below. The Employer shall contribute the remaining monthly premium cost.

	<u>Effective 2-1-05</u>	<u>Effective 2-1-06</u>	<u>Effective 2-1-07</u>
<u>Classic Plan</u>			
Single	\$40	\$40	\$40
Family	\$115	\$115	\$115

HealthPartners Choice Plan

Single	\$70	\$70	\$70
Family	\$135	\$135	\$135

Article 30, Section 3. Dental Plan for Employees in a Benefit Status of Thirty (30) Hours or More per Week.

The Employer shall pay the premium for such Employees enrolled in the Dental Single Plan. The Employee contribution for dependent Dental coverage shall be fifty percent (50%) of the difference between the total family rate and the single rate.

Article 30, Section 4. Dental Plan for Employees in a Benefit Status of at Least Fifteen (15) Hours per Week but Less than Thirty (30) Hours per Week. The Employer shall provide such Employees the option to participate in the same Dental plan that is available to full-time Employees. The Employer's contribution toward single Dental coverage shall be fifty percent (50%) of the premium rate and twenty-five percent (25%) of the premium rate for Employees electing family coverage. The remaining cost of the coverage selected shall be paid by the Employee.

Article 30, Section 5. Employee Waiver of Insurance Coverage. Employees may waive the Employer provided health insurance referred to in Section 1, subject to the conditions listed below. A waiver of insurance coverage also includes a waiver of any Employer contributions to that insurance coverage. An Employee wishing to waive insurance coverage must provide Human Resources with written documentation proving that the Employee has other health insurance benefits to replace those the Employee is requesting to waive.

Unless an Employee chooses to waive health insurance coverage referred to in Section 1, he/she shall be automatically enrolled in the single Classic Plan.

If an Employee chooses to waive health insurance coverage, he/she must complete an open enrollment form declining coverage or a cancellation form. An Employee may only waive coverage when first eligible, during open enrollment, or within thirty-one (31) calendar days of a life event. A life event is defined as marriage, divorce, birth or adoption of a child, Employee's change in employment status, spouse's change in employment, or a significant change in spouse's health coverage.

To be eligible for coverage in the future, the Employee must complete an enrollment form during the annual open enrollment period or within thirty-one (31) days of a life event.

Article 30, Section 6. Long-Term Disability Plan for Employees in a Benefit Status of Thirty (30) Hours or More per Week. The Employer shall provide at its expense a Long Term Disability Plan for such Employees. Benefits provided under this program are sixty percent (60%) of monthly pay. Employees shall be covered from the first date of employment. The provisions of the Plan are contained in the Plan Description.

Article 30, Section 7. Short Term Disability Plan. Upon at least fifty percent (50%) Employee participation, the Employer shall provide a short term disability plan that an Employee may purchase at his/her own expense.

Article 30, Section 8. Life Insurance Plan for Employees in a Benefit Status of Thirty (30) Hours or More per Week. The Employer shall continue to provide at its expense a Life Insurance Plan including Accidental Death and Dismemberment for such Employees upon commencement of employment. The amount of term insurance provided is \$50,000 and \$100,000 for Accidental Death and Dismemberment. The provisions of the plan are contained in the Summary Plan Description

During open enrollment, Employees may initially purchase additional life insurance and dependent life insurance without proof of insurability up to one (1) times their annual pay at the group rate at their own expense. During open enrollment of the next year (second year), Employees may purchase additional life insurance and dependent life insurance without proof of insurability up to two (2) times their annual pay at the group rate at their own expense. During open enrollment of the subsequent year (third year), Employees may purchase additional life insurance and dependent life insurance without proof of insurability up to three (3) times their annual pay at the group rate at their own expense.

Article 30, Section 9. Life Insurance Plan for Employees in a Benefit Status of at Least Fifteen (15) Hours per Week but Less than Thirty (30) Hours per Week. The Employer shall provide at its expense a Life Insurance plan including Accidental Death and Dismemberment for such Employees upon commencement of employment. The amount of the term insurance provided is \$20,000 and \$40,000 for Accidental Death and Dismemberment. The provisions of the plan are contained in the Summary Plan Description.

During open enrollment, Employees may initially purchase additional life insurance and dependent life insurance without proof of insurability up to one (1) times their annual pay at the group rate at their own expense. During open enrollment of the next year (second year), Employees may purchase additional life insurance and dependent life insurance without proof of insurability up to two (2) times their annual pay at the group rate at their own expense. During open enrollment of the subsequent year (third year), Employees may purchase additional life insurance and dependent life insurance without proof of insurability up to three (3) times their annual pay at the group rate at their own expense.

Article 30, Section 10. Copy of Insurance Contracts. Copies of the Insurance Contracts and/or Summary Plan Description are to be on file with the Union. Any changes to the Health Insurance Plan that would result in an overall net decrease in benefits shall be subject to negotiations with the Union.

Article 30, Section 11. Hour Averaging to Full-Time Benefits Eligibility.

Employees in a benefit status of fifteen (15) or more hours per week, but less than thirty (30) hours per week shall be reviewed once a year to determine if hours worked would qualify the Employee for the same benefits available to Employees in a benefit status of thirty (30) hours or more per week for the next year.

The reporting period shall be based on twenty-six (26) pay periods per year. Overtime shall not be included in the total hours compensated.

If the Employee's total hours from the first pay period end date in July through the last pay period end date in June meets or exceeds one thousand five hundred sixty (1,560) hours, the Employer shall provide the Employee enrollment in the medical/dental, life, and long-term disability plans as specified for Employees in a benefit status of thirty (30) hours or more per week for the next year. Hours worked in the preceding twelve (12) month period in a benefit status of less than thirty (30) hours per week shall determine eligibility for the subsequent twelve (12) month period. However, if an Employee's hours were reduced per Article 11 during the July through June hour averaging time period, the total hours worked shall be counted for that year's hour averaging time period.

If an Employee is on a leave of absence no more than four (4) months during the hour averaging period, the eight (8) remaining months shall be averaged based on eight (8) months. If an Employee is on a leave of absence more than four (4) months during the hour averaging period, the remaining months shall be averaged, but shall be averaged based on the full twelve (12) month period.

Article 30, Section 12. Hour Averaging to Part-Time Benefits Eligibility.

Employees in a benefit status of -15 (less than fifteen hours per week) and on-call shall be reviewed once a year to determine if hours worked would qualify the Employee for the same benefits available to Employees in a benefit status of plus +15 (fifteen or more hours, but less than thirty hours per week) for the next year.

The reporting period shall be based on twenty-six (26) pay periods per year. Overtime shall not be included in the total hours compensated. If the Employee's total hours from the first pay period end date in July through the last pay period end date in June meets or exceeds seven hundred and eighty (780) hours, the Employer shall provide the Employee enrollment in the medical/dental and life insurance plans as specified for Employees in a benefit status of fifteen (15) hours or more per week, but less than thirty (30) hours per week for the next year. Hours worked in the preceding twelve (12) month period in a benefit status of less than fifteen (15) hours per week shall determine eligibility for the subsequent twelve (12) month period. However, if an Employee's hours were reduced per Article 11 during the July through June hour averaging time period, the total hours worked shall be counted for that year's hour averaging time period.

If an Employee is on a leave of absence no more than four (4) months during the hour averaging period, the eight (8) remaining months shall be averaged based on eight (8) months. If an Employee is on a leave of absence more than four (4) months during the hour averaging period, the remaining months shall be averaged, but shall be averaged based on the full twelve (12) month period.

Article 30, Section 13. Domestic Partner Benefits. Domestic partner benefits are available for medical, dental and dependent life insurance. Coverage is available for households of same-sex partners and any other dependents. The Employee and his/her same-sex domestic partner must complete and sign a confidential affidavit regarding their mutual commitment. This affidavit must be approved and on file with the Human Resources Department in order for coverage to begin.

ARTICLE 31 **RETIREMENT PLAN/ 401(k) PLAN**

Article 31, Section 1. Employee Retirement Plan. During the term of this Agreement, Employees satisfying the eligibility requirements of the Plan shall continue to be covered by the Group Health, Inc., Employee Retirement Plan, subject to any changes in the Plan made during the term of the Agreement. Notice shall be given to the Union if any changes are made that lower the pension benefit.

Each Employee participating in the Retirement Plan shall be given an annual accounting of his/her participation.

Each participating Employee shall receive a Summary Plan Description explaining in clear and understandable language an explanation of the retirement benefits and the qualifications for such benefits.

Employees' pre-tax accruals in the "Employee Thrift Plan of Group Health, Inc." may be transferred to the 401 (k) Plan.

Article 31, Section 2. 401 (k) Plan. The Employer has established a salary deferral plan under Section 401(k) of the Internal Revenue Code. The Employer shall match one hundred percent (100%) of the amount deferred by the Employee, up to five percent (5%) of pay or the sum of the Employee's deferral, whichever is less. Employees must work one thousand (1,000) hours per year to qualify and must participate for the full plan year in order to receive the Employer match.

For Employees who enrolled in the Plan on or after July 1, 1995, the Employee is credited with one (1) year of vesting for each calendar year in which at least one thousand (1,000) hours are worked. After three (3) years of vesting credit, the Employee is fully vested in the Employer match. For Employees who were enrolled in the Plan prior to July 1, 1995, the Employee is vested in the Employer match after participating for two (2) complete plan years (July 1 through June 30).

The Employer will pay the administrative fees for this Plan.

Article 31, Section 3. Retiree Medical/Dental Insurance. The Employer agrees to continue the existing practice that Employees who retire from GHI who are at least fifty-five (55) years of age may continue medical and dental insurance by paying the full Group rate for active Employees represented by SEIU, Local 113. Such continuation ability shall exist until the Employee becomes eligible for a Seniors' product.

ARTICLE 32 PERQUISITES

Article 32, Section 1. Parking. Where the Employer provides free and safe parking for Employees, it shall continue to do so.

Article 32, Section 2. Automobile Insurance. Every effort shall be made by the Employer to provide the option for Employees to purchase Automobile Insurance on a group basis through monthly payroll deductions.

Article 32, Section 3. Medical Malpractice. The Employer shall continue to provide Medical Malpractice Insurance at its expense for Employees provided that coverage shall apply only to services performed or rendered on behalf of the Employer.

Article 32, Section 4. CPR. Employees who are required by the Employer to have and maintain CPR certification and who attend CPR classes offered by the Employer shall be paid at the applicable rate for time spent in these classes.

Article 32, Section 5. DEA. Nurse Practitioners, Midwives, and Certified Physician Assistants shall be reimbursed by the Employer for the payment of a DEA Number obtained by the Employee.

ARTICLE 33 DISCIPLINE AND DISCHARGE

Article 33, Section 1. Purpose. Disciplinary action may be imposed upon an Employee only for just cause and shall be progressive, where appropriate. The parties recognize that serious offenses may require the imposition of more severe discipline as an initial action.

Article 33, Section 2. Just Cause. Without limitation, the following criteria are relevant in determining the existence of just cause:

1. Did the Employee have knowledge and understanding of the rule or standard and was the Employee adequately forewarned of the consequences of his/her conduct?
2. Was the violated rule or order reasonably related to orderly, efficient and/or safe operations of the Employer or to performance that the Supervisor could properly expect of the Employee?
3. Did the Supervisor investigate before administering discipline and was the investigation fair and objective?
4. Did the investigation produce evidence or proof that the Employee acted contrary to the Employer's rules or standards?
5. Have the rules, standards, and resulting discipline been applied evenhandedly to other Employees in the past without discrimination?
6. Was the level of discipline given out reasonable in relation to the seriousness of the offense?
7. Were extenuating or mitigating circumstances present?
 - What is the Employee's length of service with the Employer?
 - Was the Employer partially at fault?
 - Was progressive discipline used?

Article 33, Section 3. Investigatory Suspension. The Employer may place an Employee who is the subject of an investigation on an investigatory suspension with pay.

Article 33, Section 4. Investigations. The Employer shall make a reasonable effort to complete investigations in a timely manner.

For investigations by the Employer that exceed two (2) calendar weeks, an Employee who is the subject of the investigation shall receive at least a weekly update of the investigation's status. The updates shall begin no sooner than two (2) calendar weeks after the commencement of the investigation. Failure to give timely updates to the Employee shall not be grievable, but shall be remedied by the Employer reinstating timely updates according to this Section. If no discipline is imposed at the conclusion of the investigation, the Employee shall be informed of such.

Article 33, Section 5. Union Representation. The Employer shall not meet with an Employee for the purpose of questioning the Employee during an investigation that may lead to discipline of that Employee without first offering the Employee an opportunity for a Union steward to be present at the investigative interview. The Employer may hold such interviews without delay provided a Union steward is available and the Employer is not required to postpone such interviews because a particular Union steward is not available. When an investigation meeting is held, the Employee shall be advised of the nature of the investigation prior to questioning.

Article 33, Section 6. Disciplinary Procedure. Disciplinary action shall include only the following:

1. Oral Reprimand.
2. Written Reprimand.
3. Suspension (not to exceed 15 working days).
4. Discharge.

These disciplinary actions do not have to be imposed in the order listed above and the same level of discipline may be imposed more than once before progressing to a higher level of discipline.

If the Supervisor has reason to discipline an Employee, it shall be done in a private manner.

When any disciplinary action is taken, the Supervisor shall notify the Employee by letter of the level of the disciplinary action and the reason(s) for such action and shall provide the Union with copies of any written notices of disciplinary action.

Article 33, Section 7. Grievability. Employees may not file a grievance in response to an oral or written reprimand. However, the Employee may file a written rebuttal relating to the specifics of the oral or written reprimand within twenty (20) calendar days of the receipt of the oral or written reprimand and such rebuttal shall be placed in the Employee's Human Resources personnel file. In addition, the Employee has the option to meet with his/her Supervisor and a Union representative to discuss the oral or written reprimand.

Article 33, Section 8. Human Resources Personnel Files.

A. **Materials in the File**

Copies of all materials placed in the Employee's Human Resources personnel file that relate to job performance or disciplinary action shall be given to the Employee.

An Employee may file a written rebuttal relating to the specifics of any disciplinary action within twenty (20) calendar days of the receipt of the discipline. Such rebuttal shall be placed in the Employee's Human Resources personnel file.

B. **Employee/Union Access to File**

An Employee shall have access to his/her Human Resources personnel file upon request of same to Human Resources. The Employee shall not be privy to the Human Resources personnel file of an Employee other than his/her own file and the inspection shall be done in the presence of a Human Resources representative. Upon written consent of the Employee, the Union shall be given reasonable access to the Employee's file.

C. **Removing Materials from File**

At the end of the designated time period, upon the written request of the Employee, oral reprimands, written reprimands, and suspensions shall be removed from the Employee's Human Resources personnel file, based on the following time periods, provided that no further disciplinary action has been taken against the Employee within that period.

- Oral reprimands and written reprimands removed after one (1) year.
- Suspensions removed after two (2) years.

Oral reprimands, written reprimands, and suspensions shall not be used in future disciplinary action if a related offense does not occur within the designated time period of the original offense. If the disciplinary record is to be removed from the Employee's Human Resources personnel file, Human Resources shall return the disciplinary record to the Employee within thirty (30) calendar days of the Employee's written request.

Article 33, Section 9. Supervisory Files. An Employee may request access to the contents of his/her supervisory file that have been authored by or entered into the supervisory file by the Employee's current Supervisor, but such access may be denied by the Employee's current Supervisor.

An Employee shall have full and complete access to the contents of a supervisory file kept on that Employee when such contents have not been authored by or have not been entered into the supervisory file by the Employee's current Supervisor.

Article 33, Section 10. Discharge for Job Abandonment. An Employee who is absent for three (3) consecutive working days without notifying his/her Supervisor shall be considered to have voluntarily quit (unless the giving of such notice would be unreasonable under the circumstances).

ARTICLE 34 **GRIEVANCE AND ARBITRATION**

Article 34, Section 1. Grievance Procedure. A grievance within the meaning of this Agreement shall be any difference of opinion, controversy, or dispute raised relating to the interpretation or application of any provision of the Agreement.

Article 34, Section 2. Steps.

Step 1. An Employee having a grievance shall first take the matter up with the immediate Supervisor. The Employee or steward should inform the Supervisor that he/she is using the grievance procedure. The Employee may choose to have a Union steward present at this meeting. The Supervisor shall attempt to resolve the grievance and shall respond to the Employee in writing within three (3) working days of the meeting.

Step 2.

If the grievance is not satisfactorily resolved at the first step meeting, the grievance shall be reduced to writing citing the specific contract provision(s) violated, a description of the nature of the violation, and the remedy requested and presented to the next appropriate level of management or the Clinic or Department Manager. Grievances shall be considered timely if submitted no later than twenty (20) calendar days after the date of the occurrence giving rise to the grievance. However, grievances regarding the disciplinary action imposed on an Employee shall be considered timely if submitted no later than twenty (20) calendar days after the receipt by the Union of a copy of the disciplinary letter.

Within twenty (20) calendar days following receipt of the written grievance, the next appropriate level of management or the Clinic or Department Manager and the steward or the authorized Union representative shall schedule a meeting. The steward and/or the authorized Union representative may represent the Employee and the Employee may be present at this meeting.

The next appropriate level of management or the Clinic or Department Manager shall respond in writing to the Union within ten (10) calendar days of the meeting.

The Union shall have the right to take up a suspension or discharge as a grievance at the second step of the grievance procedure.

Step 3.

If the grievance is not satisfactorily resolved at the second step meeting, the authorized Union representative shall, within twenty (20) calendar days of the Union's receipt of the Employer's second step response, notify Human Resources that it is appealing the grievance to the third step and the parties shall schedule a meeting within twenty (20) calendar days.

The Human Resource Representative shall respond in writing to the Union within twenty (20) calendar days of the meeting.

Step 4.

If the grievance is not satisfactorily resolved at the third step, the Union shall have sixty (60) calendar days after the Union's receipt of the Employer's third step response in which to submit the demand for arbitration. Any demand for arbitration shall be in writing and must be presented to Human Resources.

Article 34, Section 3. Arbitration. A grievance submitted to arbitration shall set in motion the following procedures:

- A. The designated Employer representative and the authorized Union representative shall endeavor to select a mutually acceptable Arbitrator to hear and decide the grievance.
- B. Should the parties be unable to select an Arbitrator, either party may request the Federal Mediation and Conciliation Service to submit seven (7) names as candidates. Each party shall have the right to strike three (3) names, with the remaining candidate to be named the neutral Arbitrator. The order of alternately striking names shall be determined by the flip of the coin.
- C. The decision shall be final and binding upon the Employer, the Union, and the aggrieved Employee. If the dispute is in regard to monetary matters as provided for in this Agreement, the settlement shall be retroactive to the date of the violation, but must fall within the terms of this contract.
- D. The fees and expenses of the neutral Arbitrator shall be borne equally by the Employer and the Union.
- E. The neutral Arbitrator shall not have the authority to render an award that shall add to, subtract from, or in any other way change the provisions of this Agreement, nor render a decision contrary to or inconsistent with the application of laws, rules, or regulations having the force and effect of law.
- F. The Arbitrator's decision shall be in writing and shall set forth the basis on which the decision and award is made.
- G. The Arbitrator shall submit his/her decision within thirty (30) calendar days following the close of the hearing or the submission of briefs by the parties, whichever is later, unless the parties agree to an extension.

Article 34, Section 4. Time Limits. The time limit in each step may be extended by mutual agreement of the Supervisor (for the first and second steps) or Human Resources (for the third step) and the Union. Such agreement may be oral, but such oral agreement must be subsequently reduced to writing.

Article 34, Section 5. Probationary Employees. Employees serving a probationary period may be terminated without recourse to the grievance procedure.

ARTICLE 35
GENERAL PROVISIONS

Article 35, Section 1. Maintenance of Benefits. Where wages, hours, and other conditions of employment specifically covered by this Agreement are lower than those now received by an individual Employee, such Employee shall not have such condition reduced by the terms of this Agreement.

Article 35, Section 2. No Strike or Lockout. There shall be no strike, slowdown, or lockout during the term of this Agreement. The prohibition against strikes, slowdowns, and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of Article 34. Refusal of any Employee to cross a picket line established or maintained by a recognized labor organization shall not be grounds for discharge or disciplinary action.

Article 35, Section 3. Work Load. No Employee shall be required to perform an unreasonable work load for an extended period of time.

Article 35, Section 4. Accidental Breakage. Employees shall not be held liable for accidental breakage of glassware and fragile equipment during the course of their duties.

Article 35, Section 5. Severability Clause. In the event that any part or provision of this Agreement should be found to be unlawful, such part or provision shall be null and void, and the other parts and provisions shall remain in full force and effect.

Article 35, Section 6. Community Service. To support the Employer's mission of improving the health of its members, patients, and the community, the Employer shall compensate on one (1) occasion per calendar year an Employee his/her regular hourly wage to participate in a non-profit community service. The Employee is eligible to receive compensation up to an amount not to exceed the Employer's regularly scheduled day if the following conditions are met:

1. The Employee has received prior approval from his/her Supervisor regarding the appropriateness of the non-profit community service activity;
2. The activity occurs on the Employee's regularly scheduled day of work;
3. The Employee has received prior approval for the time subject to staffing needs; and
4. The Employee presents proof of participation to his/her Supervisor.

Article 35, Section 7. Float Pool. The Employer agrees to maintain a well trained Float pool. It is the responsibility of the Supervisor to provide Employees in the Float pool with the necessary knowledge, skills, and abilities so that these Employees are able to perform the job duties of the positions into which these Employees would be assigned.

Article 35, Section 8. Bargaining Team Members. The Employer shall pay for one (1) Employee per one hundred (100) bargaining unit members to attend bargaining sessions for the negotiations of the Collective Bargaining Agreement. The Employees shall be paid for their regularly scheduled hours of work for the time spent in bargaining.

If the Union bargaining team members exceed one (1) Employee per one hundred (100) bargaining unit members the Union shall reimburse the Employer based on the average hourly rate and average hours per day (based on FTE) of all the members of the Union's bargaining team.

ARTICLE 36 **EXPENSE REIMBURSEMENTS**

Article 36, Section 1. Mileage Reimbursement Rate. The Employer shall reimburse Employees at the current Internal Revenue Service rate for the authorized use of their personal automobile for Employer business. If the Internal Revenue Service rate changes during the term of this Agreement, the rate shall subsequently be adjusted to that new rate.

Article 36, Section 2. Temporary Assignments. When an Employee is temporarily assigned by the Supervisor to work at a clinic/location other than the clinic/location to which he/she is normally assigned, mileage reimbursement shall be paid for the distance between the Employee's regularly assigned clinic/location and the temporarily assigned clinic/location, on a round trip basis in the following situations:

- The Employee leaves from his/her home (does not initially report to the clinic/location to which he/she is normally assigned), travels to the temporarily assigned clinic/location, and in that same day returns to the clinic/location to which he/she is normally assigned.
- The Employee leaves from his/her home (does not initially report to the clinic/location to which he/she is normally assigned), travels to the temporarily assigned clinic/location, and in that same day does not return to the clinic/location to which he/she is normally assigned, but returns to his/her home.
- The Employee reports to the clinic/location to which he/she is normally assigned, travels to the temporarily assigned clinic/location, and in that same day returns to the clinic/location to which he/she is normally assigned.

- The Employee reports to the clinic/location to which he/she is normally assigned, travels to the temporarily assigned clinic/location, and in that same day does not return to the clinic/location to which he/she is normally assigned, but returns to his/her home.

Article 36, Section 3. Floats. When a float Employee is assigned more than twenty-five (25) miles from his/her designated clinic/location, mileage reimbursement shall be paid for the distance between the Employee's regularly designated clinic/location and the other clinic/location.

Article 36, Section 4. Cellular Telephone Reimbursement. If it is determined that an Employee's job responsibilities require the use of a cellular telephone, the Employer shall furnish the cellular telephone and shall reimburse the Employee for all business related telephone calls. In order to receive such reimbursement, the Employee must submit an itemized statement of all cellular telephone business related calls.

Article 36, Section 5. Cellular Telephone Ownership. Employees shall return cellular telephones to the Employer if the Employee leaves employment with Group Health, Inc., or if he/she moves to a position in which job responsibilities do not require the use of a cellular telephone.

ARTICLE 37 **UNIFORMS AND PROTECTIVE EQUIPMENT**

Article 37, Section 1. Lab Coats. Employees who now have use of Lab Coats shall continue to do so. Any other Employee whose uniform is soiled in the course of his/her duties shall have use of a Lab Coat for the remainder of the day.

Article 37, Section 2. Protective Apparel. The Employer shall provide appropriate protective apparel in compliance with any regulations imposed.

Article 37, Section 3. Wearing Apparel Requirement. If the Employer changes its present wearing apparel requirements, Employees affected shall be given a six (6) month period of time to conform to the new requirement.

If the prescribed changes would result in a significant monetary impact on the affected Employees, the parties shall meet to discuss alternative solutions.

ARTICLE 38
SAFETY

Article 38, Section 1. Safety Plan. Each clinic/location shall develop a safety plan for its Employees.

Article 38, Section 2. Lighting Plan. Each clinic/location, with Employee input, shall evaluate the adequacy of external clinic/location lighting. If it is determined that potential hazards exist, the clinic/location shall develop and implement a plan to address the identified issues.

Article 38, Section 3. Locked Space. If space is available, the Employer shall provide Employees with a locked area for personal belongings. It may be necessary that a single area be used by all Employees in the clinic/location.

Article 38, Section 4. Environmental Concerns. Indoor air quality and other environmental concerns shall be addressed within a reasonable period of time once the Employer has been made aware of the issue. There will be no discipline against any Employee for expressing his/her safety and/or workplace environmental concerns. The Employer and the Union may mutually agree to have an environmental concern evaluated by an outside agency and the Employer shall pay for such evaluation.

ARTICLE 39
PERFORMANCE MANAGEMENT

Article 39, Section 1. Policy. It shall be the policy of the Employer that Employees receive feedback on an on-going basis.

Article 39, Section 2. Performance Evaluations. Information used in performance evaluations shall be provided by individuals who know the Employee's work.

Employees have the right to be informed of the categories of individuals who provided input into their performance evaluation. Input from peers may be used in the evaluation of Employees if voluntary on the part of the peer and the Employee.

Article 39, Section 3. Input Into Other Employee's Performance Evaluation. If an Employee is asked and agrees to provide input into the performance review of a physician or Supervisor, the Employee's confidentiality shall be maintained.

Article 39, Section 4. Non-Disciplinary Meeting. The Employer shall not conduct an investigatory interview nor administer discipline while conducting a performance evaluation.

ARTICLE 40
SUPERVISORS AND LEADS

Article 40, Section 1. Bona Fide Supervisors. The Employer recognizes the fact that bona fide supervisory Employees are only those who have the authority to hire, promote, discipline, discharge, or effectively direct the work of bargaining unit Employees (other than those who do so in their professional capacity, as defined by the National Labor Relations Act) and it is not the Employer's intent or policy to establish jobs or job titles for the purpose of excluding such Employees from the bargaining unit.

Consistent with this policy and intent, the parties recognize that work performed by Employees in the unit(s) may also be performed on a limited basis by a bona fide Supervisor. This shall not occur on a scheduled or regular basis except for those positions identified in the National Labor Relations Board decision of May 15, 1980, Case Numbers 18-RC-12460, 18-RC-12461, 18-RC-12462, or where the nature of a department or clinic/location requires unique staffing assignments, (until such time when regular staffing practices can be implemented). When the Employer identifies the need for a Supervisor who must perform unit work as a regular part of his/her responsibilities, the Employer agrees to meet with the Union to discuss the situation prior to implementation. The Union shall have the right to appeal any such action through the grievance procedure provided in Article 34.

Bona fide Supervisors shall not perform bargaining unit work except when training Employees, temporarily filling in due to unforeseen work-load emergencies, or because of unexpected absences of bargaining unit Employees. The Employer shall make a reasonable effort to offer additional hours to bargaining unit Employees who have requested to work additional hours and who are available to work.

Article 40, Section 2. Working Supervisors. It is recognized by the parties to this Agreement that the Employer's present operation necessitates the utilization of working Supervisors. It is not the Employer's intent to utilize such working Supervisors to dilute the bargaining unit. Such working Supervisors shall not exceed twenty (20) at any time during the term of the Agreement.

Article 40, Section 3, Selection of Leads. There may be circumstances where the lead responsibility has not been assigned within a particular clinic/location; however, staffing levels do not permit the addition of another Employee to the payroll of that clinic/location. In such circumstances, the senior qualified Employee from that clinic/location shall be offered such lead duties. If there are no qualified and/or interested Employees at that clinic/location, the procedure described in Article 9, Vacancies, Filling of Positions, shall be followed and the least senior Employee in the classification and clinic/location affected shall be involuntarily transferred to the resulting opening.

Any qualified Employee may be a lead.

Employees failing to perform their lead duties acceptably shall be counseled about such shortcomings, and shall be subject to normal progressive discipline steps, including the removal of lead duties, if such counseling does not result in improved performance. If lead duties are removed, the Employee shall be permitted to remain in his/her base position.

An Employee may request that he/she relinquish his/her lead duties. If a vacancy exists within the Employee's classification, same or lower FTE Range, and work area, the Supervisor shall honor the Employee's request. If no such vacancy exists, the Employee shall be allowed to relinquish his/her lead duties with the agreement of the Supervisor.

Article 40, Section 4, Duties of Leads. Outlined below is a description of the role that a lead (including Pharmacists in Charge) plays in directing the work of others. The lead role is intended to assist with day-to-day issues. The lead role is not intended to function independently of the Supervisor unless there has been prior discussion, consultation, delegation, or direction, etc., between the Supervisor and the lead. Leads, in consultation with the Supervisor, may write policies and procedures that do not impact the Collective Bargaining Agreement or terms and conditions of employment. Supervisors must "sign-off" on any policy and/or procedure that has been developed by the lead. Leads may participate in management meetings unless terms and conditions of employment are being discussed.

For additional information regarding lead duties, refer to the 1998 document created by the Labor Management Committee on Leads.

This Article describes the limits of that role as well as clarifying two levels of lead positions. Managers and Supervisors can decide whether or not to delegate any one of these responsibilities to a lead. The responsibilities of the lead may apply to the involvement a lead has with both Employees covered by the contracts between Group Health, Inc., and Local 113 and Local 12.

To qualify for Lead I pay at one dollar and forty cents (\$1.40) per hour, an Employee must perform four (4) of the nine (9) tasks listed in boldface.

To qualify for Lead II pay at two dollars (\$2.00) per hour, an Employee must perform seven (7) of the nine (9) tasks listed in boldface. In the definition of scheduling, it is understood that one (1) Employee departments where a back-up person fills in part of the work schedule is not eligible for the higher pay level. For example: a one (1) Employee optical department with the optician working a four (4) day week and a float Employee works the fifth (5th) day.

If an Employee is temporarily assigned lead duties, he/she shall be compensated at Lead I pay.

Each March, the Supervisor shall review the lead tasks being performed by lead Employees to determine the appropriate placement of the Employee in Lead I or Lead II or the removal of lead pay. If the Supervisor determines that the Employee is not appropriately placed, the Employee shall be placed in the appropriate level or the lead pay shall be removed.

Prior to the Supervisor implementing a decrease in or the removal of lead pay received by the Employee, the Employee shall receive thirty (30) calendar days notice.

The Employee's Supervisor must send notification to the Human Resources Department in order to qualify for the higher level of lead pay.

HIRING:

1. **Recommends filling or not filling a vacancy or adding to staff.**
2. **Assists Supervisor in interviewing or in some instances conducts interviews without involvement of a Supervisor.**
3. **Recommends hiring candidate to Supervisor.**
4. **May communicate offer of employment from Supervisor to candidate.**

SCHEDULING:

1. **Prepares staffing schedule.**
 2. **Employees call lead if absent or late.**
 3. **Coverage for planned and unplanned absences.**
 4. **After the semi-annual vacation bidding process, grants daily vacation requests.**
-
5. **Approves timecards completed by Employees.**
 6. **May approve working of overtime if specifically delegated by Supervisor.**

EVALUATION:

1. **Documents performance.**
2. **After the performance review has been discussed with and approved by the Supervisor, conducts the performance review with the Employee.**

PERFORMANCE MANAGEMENT:

1. **Documents performance.**
2. **Communicates to Employee that performance is deficient or behavior is inappropriate.**
3. **Coaches Employee in improving and setting workable goals (does not include disciplining the Employee and could represent a step prior to an oral reprimand).**
4. **Attends discipline discussion with Supervisor and Employee to provide information relevant to the discipline, including attending grievance hearings.**

OTHER:

1. **Assists in preparing unit budget.**
2. **Assists a Supervisor/Manager in work unit annual planning.**
3. **Assigns work.**
4. **Trains Employees and sets up and schedules training procedures (not limited to leads).**
5. **Directs Employees.**

Within the work unit, the Supervisor/Manager shall discuss with the lead(s) his/her appropriate lead job functions as outlined above and that a lead is not to be assigned job functions outside of those listed above.

In recognition of the responsibility of leads, they shall be given adequate time to perform these duties.

ARTICLE 41
ADOPTION BENEFITS

Article 41, Section 1. Policy. *The Employer shall reimburse eighty percent (80%) of all eligible expenses up to a maximum of two thousand dollars (\$2,000) per child incurred in the adoption of a child while employed by Group Health, Inc. (GHI).*

Article 41, Section 2. Eligible Expenses. *If both parents are GHI Employees, only one (1) Employee is eligible for this benefit. Eligible expenses include legal fees, court fees, adoption agency fees, pregnancy expenses for the birth mother, temporary foster care expenses, medical examination fees for the child, and transportation fees for the child. Eligible expenses may be reimbursed when custody is granted in anticipation of eventual legal adoption.*

Article 41, Section 3. Eligibility. *Employees shall not become eligible for this benefit until ninety (90) calendar days after employment or the completion of the Employee's probationary period, whichever is longer.*

Article 41, Section 4. Procedure. *Employees must submit receipts for eligible expenses along with proof of custody to the Human Resources Department.*

ARTICLE 42
SEVERE WEATHER OR EMERGENCY CLOSING

Article 42, Section 1. Eligibility. The decision to temporarily close a clinic/location shall be made by the Employer because of severe weather or an emergency. In the case of severe weather, the decision to temporarily close a clinic/location shall be based upon the weather conditions for the area in which that clinic/location is located. Employees shall only be compensated as provided below if a clinic/location has been closed or delayed opening through a decision of appropriate management staff.

Article 42, Section 2. Notification. Every effort shall be made to communicate decisions to temporarily close clinics/locations to the affected Employees at the earliest opportunity.

Article 42, Section 3. Compensation When a Clinic/Location Closes or Delays Opening. When a clinic/location closes or delays opening, Employees who are sent home early shall be paid until the end of their normal shift. Those Employees who are instructed not to report to work shall be paid for the hours which they normally would have worked. Employees who report to work and are required to stay even though there is a severe weather emergency or clinic/location closing shall be paid for the number of hours actually worked plus the number of hours scheduled to work.

Premium pay or temporary lead pay shall not be paid for hours not worked because of an emergency closing or severe weather closing. Only normal pay shall be paid for scheduled hours lost because of such situations.

Employees on prescheduled paid time off such as personal holidays, vacation, leave of absence, or medical education are not eligible for emergency closing pay, but shall be paid as previously scheduled.

Article 42, Section 4. Compensation When a Clinic/Location Remains Open. Employees who report to work within the first two (2) hours of their normal work day shall be paid from their normal start time. If an Employee is more than two (2) hours late, he/she shall be compensated from the time of arrival. If an Employee is late or not able to come to work because of a weather situation, he/she may choose to use vacation, personal holiday pay, or leave without pay. Employees who request and receive permission to leave work early because of severe weather shall not be paid for such hours unless they use vacation or personal holiday pay. If the Employee does not use vacation or personal holiday, the time shall be without pay. Severe weather shall be judged by the designated management representative and is not personally defined.

ARTICLE 43
COMBINING JOB FUNCTIONS FROM DISTINCT CLASSIFICATIONS

The parties recognize that in certain circumstances efficient patient care can be achieved by combining tasks normally performed by persons in distinct job classifications. In instances where the Employer determines that such a combination of tasks is desirable, the parties shall meet to discuss the matter. If agreement cannot be reached, it shall not be implemented.

It is the Employer's intention to place only Employees qualified to function in such a capacity in such positions.

Employees within the bargaining unit shall not be laid off as a direct result of the Employer undertaking such combination of functions.

Issues such as wage level and seniority shall be negotiated by the parties before such positions are established.

ARTICLE 44
COPE CHECK-OFF

The Employer agrees to deduct and transmit to SEIU COPE, \$__ per pay period from the wages of those Employees who voluntarily authorize such contributions on the forms provided for that purpose by SEIU, Local 113. These transmittals shall occur for each payroll period and shall be accompanied by a list of the names of those Employees for whom such deductions have been made and the amount deducted for each such Employee.

ARTICLE 45
TERM OF AGREEMENT

This Agreement shall be effective on the 9th day of February, 2005, and shall remain in full force and effect from February 9, 2005, through January 31, 2008, and shall be renewed from year to year thereafter subject to reopening by either party upon ninety (90) calendar days written notice to the other party prior to January 31, 2008, or any January 31, anniversary date thereafter.

IN WITNESS WHEREOF, the duly authorized undersigned parties have hereunto fixed their signatures.

Dated this 25th day of April, 2005.

GROUP HEALTH, INC.

MINNESOTA'S HEALTH CARE UNION
SEIU, LOCAL NO. 113

Lynelle Wood

Lynelle Wood
Director, Labor Relations
And Human Resources Compliance

Kevin Kuehn

Kevin Kuehn
Business Representative

Dave Arthur

Dave Arthur
Labor Relations and Human Resources
Compliance Consultant

Julie Schnell

Julie Schnell
President

Calvin Alien

Calvin Alien

Jayne Hetchler

Jayne Hetchler
Business Representative

Peg Breslin

Peg Breslin

Becky Albus

Becky Albus

Nancy Butula

Nancy Butula

Kathleen Alm

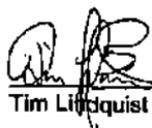
Kathleen Alm

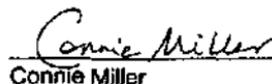
Susan Hora

Susan Hora

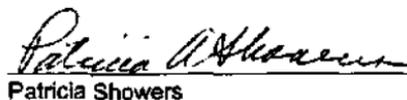
Claire Arndt

Claire Arndt

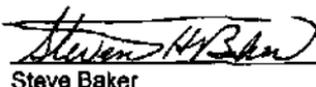

Tim Lindquist


Connie Miller


Julie Rowland

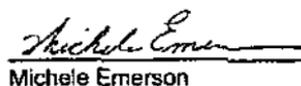

Patricia Showers

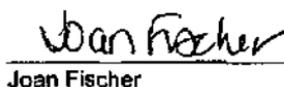

Lori Babin

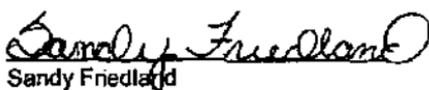

Steve Baker

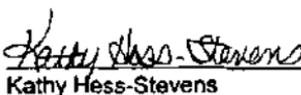

Barb Baldwin

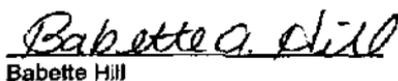

Kaylie Britte

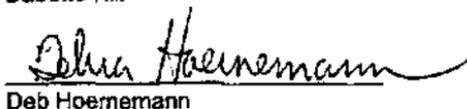

Michele Emerson

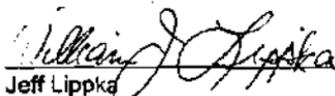

Joan Fischer


Sandy Friedland


Kathy Hess-Stevens


Babette Hill


Deb Hoernemann


Jeff Lippka

Kim Little

Kim Little

Kate Lynch

Kate Lynch

Carol Martin

Carol Martin

Gary J. Stepan PA-C

Gary Stepan

Barbara Sternquist

Barbara Sternquist

Elsie Urman

Elsie Urman

APPENDIX A
WAGE SCALES

Beginning effective February 1, 2005, through the term of the Agreement, the wages for all Employees shall be increased in accordance with the salary ranges from the minimum to maximum and salary increments as outlined in attached wage schedule.

JOB TITLE	JOB CODE	UNIT	SALARY GRADE	EFF DATE	START STEP 1	6 MOS STEP 2	1 YEAR STEP 3	2 YEAR STEP 4	3 YEAR STEP 5	4 YEAR STEP 6	5 YEAR STEP 7	6 YEAR STEP 8	7 YEAR STEP 9	8 YEAR STEP 10	9 YEAR STEP 11	10 YEAR STEP 12
Audiologist	120580	4	U48	2/1/2005	20.36	20.80	21.41	22.03	22.71	23.39	24.08	24.82	25.54	26.34	27.11	27.92
Audiologist	120890	4	U48	2/1/2006	20.97	21.42	22.05	22.69	23.38	24.09	24.80	25.56	26.31	27.13	27.92	28.76
Audiologist	120590	4	U48	2/1/2007	21.60	22.06	22.71	23.37	24.09	24.81	25.54	26.33	27.10	27.94	28.76	29.62
Dental Hygienist	120940	4	U25	2/1/2005	25.32	25.82	26.62	27.41	28.22	29.07	29.92	30.84	31.77	32.71	33.69	34.72
Dental Hygienist	120840	4	U25	2/1/2006	26.08	26.59	27.42	28.23	29.07	29.94	30.82	31.77	32.72	33.69	34.70	35.76
Dental Hygienist	120840	4	U25	2/1/2007	26.88	27.39	28.24	29.08	29.94	30.84	31.74	32.72	33.70	34.70	35.74	36.83
Dietitian, RD	121970	4	U41	2/1/2006	20.63	21.08	21.69	22.40	23.02	23.74	24.43	25.13	25.88	26.68	27.44	28.29
Dietitian, RD	121970	4	U41	2/1/2006	21.25	21.69	22.34	23.07	23.71	24.45	25.16	25.88	26.64	27.48	28.26	28.14
Dietitian, RD	121970	4	U41	2/1/2007	21.89	22.34	23.01	23.76	24.42	25.18	25.91	26.66	27.44	28.30	29.11	30.01
Educational Psychologist	120480	4	U58	2/1/2005	23.71	24.17	24.84	25.71	26.62	27.26	28.14	29.02	29.87	30.78	31.80	32.83
Educational Psychologist	120480	4	U58	2/1/2006	24.42	24.90	25.69	26.48	27.32	28.08	28.98	29.89	30.77	31.68	32.64	33.61
Educational Psychologist	120480	4	U58	2/1/2007	25.15	25.65	26.48	27.27	28.14	28.92	29.85	30.79	31.69	32.63	33.62	34.62
Histotechnology Specialist	121370	4	U70	2/1/2005	23.43	24.16	24.96	25.76	26.57	27.38	28.12	28.97	29.65	30.48	31.28	32.14
Histotechnology Specialist	121370	4	U70	2/1/2006	24.13	24.91	25.71	26.52	27.37	28.20	28.96	29.74	30.54	31.37	32.22	33.10
Histotechnology Specialist	121370	4	U70	2/1/2007	24.85	25.66	26.48	27.32	28.19	29.05	29.83	30.63	31.46	32.31	33.19	34.09
Hospice Medical Social Worker	121720	4	U43	2/1/2005	22.65	23.11	23.78	24.53	25.26	26.02	26.77	27.58	28.42	29.27	30.15	31.04
Hospice Medical Social Worker	121720	4	U43	2/1/2006	23.33	23.80	24.50	25.27	26.02	26.80	27.57	28.41	29.27	30.15	31.05	31.97
Hospice Medical Social Worker	121720	4	U43	2/1/2007	24.03	24.61	25.24	26.03	26.80	27.60	28.40	29.26	30.15	31.05	31.98	32.93
Medical Social Worker BSW	121850	4	U71	2/1/2005	20.38	20.81	21.41	22.08	22.73	23.41	24.09	24.82	25.57	26.35	27.13	27.94
Medical Social Worker BSW	121850	4	U71	2/1/2006	20.99	21.43	22.05	22.74	23.41	24.11	24.81	25.56	26.34	27.14	27.94	28.78
Medical Social Worker BSW	121850	4	U71	2/1/2007	21.62	22.07	22.71	23.42	24.11	24.83	25.56	26.33	27.13	27.95	28.78	29.64
Medical Social Worker MSW	121840	4	U43	2/1/2005	22.65	23.11	23.78	24.53	25.26	26.02	26.77	27.58	28.42	29.27	30.15	31.04
Medical Social Worker MSW	121840	4	U43	2/1/2006	23.33	23.80	24.50	25.27	26.02	26.80	27.57	28.41	29.27	30.15	31.05	31.97
Medical Social Worker MSW	121840	4	U43	2/1/2007	24.03	24.51	25.24	26.03	26.80	27.60	28.40	29.26	30.15	31.05	31.98	32.93
Medical Technologist	120090	4	U26	2/1/2005	21.32	21.73	22.38	23.12	23.74	24.53	25.21	25.96	26.71	27.54	28.33	29.20
Medical Technologist	120090	4	U26	2/1/2006	21.96	22.38	23.05	23.81	24.45	25.27	25.97	26.74	27.51	28.37	29.18	30.08
Medical Technologist	120090	4	U26	2/1/2007	22.62	23.05	23.74	24.52	25.18	26.03	26.75	27.54	28.34	29.22	30.06	30.98
Midwife	120610	4	U32	2/1/2005	33.35	35.15	36.19	37.28	38.41	39.57	40.74	41.97	43.23	44.52	45.87	47.25
Midwife	120610	4	U32	2/1/2006	34.35	36.20	37.28	38.41	39.56	40.76	41.96	43.23	44.53	45.86	47.25	48.67
Midwife	120610	4	U32	2/1/2007	35.38	37.28	38.40	39.56	40.75	41.98	43.22	44.53	45.87	47.24	48.67	50.13
Nuclear Medicine Technologist	121440	4	U63	2/1/2005	27.54	28.10	28.94	29.81	30.70	31.63	32.58	33.56	34.56	35.60	36.72	37.76
Nuclear Medicine Technologist	121440	4	U63	2/1/2006	28.37	28.94	29.81	30.70	31.62	32.58	33.56	34.56	35.60	36.67	37.82	38.89
Nuclear Medicine Technologist	121440	4	U63	2/1/2007	29.22	29.81	30.70	31.62	32.57	33.58	34.57	35.60	36.67	37.77	38.95	40.08
Nurse Practitioner	120750	4	U33	2/1/2005	30.00	30.59	31.52	32.48	33.42	34.44	35.45	36.52	37.61	38.75	39.90	41.12
Nurse Practitioner	120750	4	U33	2/1/2006	30.90	31.51	32.47	33.43	34.42	35.47	36.51	37.62	38.74	39.91	41.10	42.35
Nurse Practitioner	120750	4	U33	2/1/2007	31.83	32.46	33.44	34.43	35.45	36.53	37.61	38.75	39.90	41.11	42.33	43.62
Nurse Practitioner/Clinical Nurse Spec-Genetic Psychiatry	121350	4	U33	2/1/2005	30.00	30.59	31.52	32.46	33.42	34.44	35.45	36.52	37.61	38.75	39.90	41.12
Nurse Practitioner/Clinical Nurse Spec-Genetic Psychiatry	121350	4	U33	2/1/2006	30.90	31.61	32.47	33.43	34.42	35.47	36.51	37.62	38.74	39.81	41.10	42.35
Nurse Practitioner/Clinical Nurse Spec-Genetic Psychiatry	121350	4	U33	2/1/2007	31.83	32.48	33.44	34.43	35.45	36.53	37.61	38.75	39.90	41.11	42.33	43.62

UNIT 4
WAGE SCALES EFFECTIVE 2012/005 - 1/31/2008

JOB TITLE	JOB CODE	UNIT	SALARY GRADE	EFF DATE	START STEP 1	6 MOS STEP 2	1 YEAR STEP 3	2 YEAR STEP 4	3 YEAR STEP 5	4 YEAR STEP 6	5 YEAR STEP 7	6 YEAR STEP 8	7 YEAR STEP 9	8 YEAR STEP 10	9 YEAR STEP 11	10 YEAR STEP 12
Nurse Practitioner - Behavioral Health	121800	4	U33	2/1/2005	30.00	30.59	31.52	32.46	33.42	34.44	35.45	36.52	37.61	38.75	39.90	41.12
Nurse Practitioner - Behavioral Health	121800	4	U33	2/1/2006	30.90	31.51	32.47	33.43	34.42	35.42	36.51	37.62	38.74	39.91	41.10	42.35
Nurse Practitioner - Behavioral Health	121800	4	U33	2/1/2007	31.93	32.48	33.44	34.43	35.45	36.53	37.61	38.75	39.90	41.11	42.33	43.62
Nutritionist, MS	123440	4	U55	2/1/2005	22.75	23.15	23.87	24.64	25.32	26.09	26.93	27.65	28.45	29.33	30.20	31.11
Nutritionist, MS	123440	4	U55	2/1/2006	23.43	23.82	24.59	25.38	26.08	26.87	27.74	28.48	29.30	30.21	31.11	32.04
Nutritionist, MS	123440	4	U55	2/1/2007	24.13	24.53	25.33	26.14	26.88	27.66	28.57	29.33	30.18	31.12	32.04	33.00
Pharmacist	120290	4	U30	2/1/2005	40.17	40.65	41.15	41.62	42.12	42.62	43.19	43.65	44.10	44.57	45.04	46.87
Pharmacist	120290	4	U30	2/1/2006	41.38	41.87	42.38	42.87	43.38	43.90	44.49	44.96	45.42	45.91	46.38	48.28
Pharmacist	120290	4	U30	2/1/2007	42.82	43.13	43.65	44.16	44.68	45.22	45.82	46.31	46.79	47.29	47.78	49.73
Pharmacist in Charge	120292	4	U31	2/1/2005	43.37	43.90	44.41	44.95	45.47	46.01	46.61	47.25	47.82	48.31	48.99	50.51
Pharmacist in Charge	120292	4	U31	2/1/2006	44.67	45.22	45.74	46.30	46.83	47.39	48.01	48.67	49.35	49.75	50.15	52.03
Pharmacist in Charge	120292	4	U31	2/1/2007	46.01	46.58	47.11	47.69	48.23	48.81	49.45	50.13	50.84	51.25	51.65	53.59
Physician Assistant - Certified	120720	4	U29	2/1/2005	30.00	30.59	31.52	32.46	33.42	34.44	35.45	36.52	37.61	38.75	39.90	41.12
Physician Assistant - Certified	120720	4	U29	2/1/2006	30.90	31.51	32.47	33.43	34.42	35.47	36.51	37.62	38.74	39.91	41.10	42.35
Physician Assistant - Certified	120720	4	U29	2/1/2007	31.83	32.48	33.44	34.43	35.45	36.53	37.61	38.75	39.90	41.11	42.33	43.62
Physician's Asst. - Certified - Behavioral Health	123720	4	U29	2/1/2005	30.00	30.59	31.52	32.46	33.42	34.44	35.45	36.52	37.61	38.75	39.90	41.12
Physician's Asst. - Certified - Behavioral Health	123720	4	U29	2/1/2006	30.90	31.51	32.47	33.43	34.42	35.47	36.51	37.62	38.74	39.91	41.10	42.35
Physician's Asst. - Certified - Behavioral Health	123720	4	U29	2/1/2007	31.83	32.48	33.44	34.43	35.45	36.53	37.61	38.75	39.90	41.11	42.33	43.62
Psych Nurse Specialist	120690	4	U34	2/1/2005	24.33	24.82	25.54	26.35	27.13	27.93	28.75	29.54	30.54	31.44	32.40	33.37
Psych Nurse Specialist	120690	4	U34	2/1/2006	25.06	25.56	26.31	27.14	27.94	28.77	29.61	30.53	31.46	32.38	33.37	34.37
Psych Nurse Specialist	120690	4	U34	2/1/2007	25.81	26.33	27.10	27.85	28.78	29.63	30.50	31.45	32.40	33.35	34.37	35.40
Psychotherapist	120330	4	U35	2/1/2005	22.78	23.75	24.78	25.81	26.63	28.08	29.26	30.52	31.83	33.19	34.59	36.10
Psychotherapist	120330	4	U35	2/1/2006	23.46	24.46	25.52	26.58	27.74	28.92	30.14	31.44	32.78	34.19	35.53	37.18
Psychotherapist	120330	4	U35	2/1/2007	24.16	25.19	26.29	27.38	28.57	29.79	31.04	32.38	33.76	35.22	36.70	38.30
Psychotherapist PhD	120340	4	U39	2/1/2005	28.81	29.36	30.28	31.17	32.12	33.04	34.09	35.09	36.14	37.17	38.37	39.48
Psychotherapist PhD	120340	4	U39	2/1/2006	29.67	30.24	31.17	32.11	33.08	34.03	35.11	36.14	37.22	38.28	39.52	40.66
Psychotherapist PhD	120340	4	U39	2/1/2007	30.56	31.15	32.11	33.07	34.07	35.05	36.18	37.22	38.34	39.44	40.71	41.88
Psychotherapist PhD/DLP	120450	4	U40	2/1/2005	31.63	32.28	33.27	34.29	35.38	36.39	37.58	38.78	39.87	41.09	42.31	43.46
Psychotherapist PhD/DLP	120450	4	U40	2/1/2006	32.58	33.25	34.27	35.32	36.45	37.48	38.71	39.92	41.07	42.32	43.59	44.76
Psychotherapist PhD/DLP	120450	4	U40	2/1/2007	33.56	34.25	35.30	36.38	37.54	38.60	39.87	41.12	42.30	43.59	44.89	46.10
Senior Resource Specialist	123800	4	U68	2/1/2005	22.65	23.07	23.79	24.53	25.28	26.02	26.77	27.58	28.42	29.27	30.15	31.04
Senior Resource Specialist	123800	4	U68	2/1/2006	23.33	23.75	24.50	25.27	26.02	26.80	27.57	28.41	29.27	30.15	31.06	31.87
Senior Resource Specialist	123800	4	U68	2/1/2007	24.03	24.47	25.24	26.03	26.80	27.60	28.40	29.26	30.15	31.05	31.96	32.93
Surgeons Assistant	120630	4	U60	2/1/2005	26.30	26.78	27.53	28.24	28.99	29.78	30.60	31.45	32.36	33.26	34.22	35.18
Surgeons Assistant	120630	4	U60	2/1/2006	27.15	27.58	28.38	29.09	29.86	30.67	31.52	32.39	33.33	34.28	35.25	36.21
Surgeons Assistant	120630	4	U60	2/1/2007	27.96	28.41	29.21	29.96	30.78	31.59	32.47	33.36	34.33	35.29	36.31	37.30
Women's Health Specialist	120640	4	U34	2/1/2005	24.33	24.82	25.54	26.35	27.13	27.93	28.75	29.64	30.54	31.44	32.40	33.37
Women's Health Specialist	120640	4	U34	2/1/2006	25.06	25.56	26.31	27.14	27.94	28.77	29.61	30.53	31.46	32.38	33.37	34.37
Women's Health Specialist	120640	4	U34	2/1/2007	25.81	26.33	27.10	27.85	28.78	29.63	30.50	31.45	32.40	33.35	34.37	35.40

APPENDIX B AGREEMENTS

Following are agreements between the parties in effect during the term of the 2002-2005 Collective Bargaining Agreement.

- Employees hired prior to the term of this Collective Bargaining Agreement in the Surgeons Assistant job title who upon the time of hire into the Surgeons Assistant job title were required to have current certification by the National Commission of Certification of Physicians Assistants are eligible to receive for ~~the cost of training programs or courses that carry Continuing Education~~ Credits applicable to their specific certification or licensure and toward the cost of travel, meals, and expenses while attending a conference that carries Continuing education credits applicable to the Employee's specific certification or licensure, and registration for such conferences. It is agreed that these employees shall receive reimbursement pursuant to Article 27, Section 3(B) of the Collective Bargaining Agreement

For the following items, it is understood that the terms of these agreements may be subject to change or repeal.

- Pharmacy discount for in stock over-the-counter products at any HealthPartners pharmacy
- Discount for eyeglasses and contact lenses

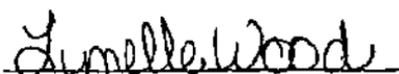
Letter of Understanding

This Letter of Understanding is made and entered into by and between Group Health, Inc., hereinafter "Employer," and SEIU, Local 113, hereinafter "Union," regarding the use of staff model clinics on a fee for service basis.

The Employer agrees that, if available, Employees represented by SEIU, Local 113 and their dependents may receive medical and dental services at GHI staff model clinics on the pre-established fee for service basis.

FOR THE EMPLOYER

FOR THE UNION



Lynelle Wood
Director, Labor Relations and
Human Resources Compliance



Kevin Kuehn
Business Representative

Dated this 25TH day of APRIL, 2005.



Corporate Office:
8100 34th Avenue South
Bloomington, MN 55425
www.healthpartners.com

Mailing Address:
P.O. Box 1309
Minneapolis, MN 55440-1309

February 7, 2002

Julie Schnell
President
SEIU, Local 113
675 Stinson Blvd. Suite 200
Minneapolis, MN 55413

Dear Julie,

This letter is to confirm the parties understanding regarding "hoteling" in Behavioral Health. The Employer agrees that it will use its best efforts to ensure that therapists and nurses do not have to engage in "ad hoc" scheduling of the rooms in which they conduct patient appointments at the University Avenue Clinic.

Sincerely,

A handwritten signature in cursive script that reads "Lynelle".

Lynelle Wood
Director, Labor Relations and
Human Resources Compliance

SEIU HealthPartners*

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8100 34th Avenue South
Bloomington, MN 55425
www.healthpartners.com

Mailing Address:
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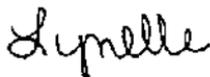
January 29, 2002

Julie Schnell
President
SEIU, Local 113
675 Stinson Blvd. Suite 200
Mpls. MN 55413

Dear Julie,

This letter is to confirm the parties understanding regarding work on Christmas Eve in the Central Lab. My understanding is that Central Lab's current practice is Employees do not work past 6:00 or 6:30 p.m. on Christmas Eve. If the Employer were to schedule Employees differently on Christmas Eve with the result that Employees work past this time, prior to any implementation, the Employer will meet with the Union to discuss the application of Article 20, Section 1.

Sincerely,



Lynelle Wood
Director, Labor Relations and Human Resources Compliance



Corporate Office:
8100 34th Avenue South
Bloomington, MN 55425
www.healthpartners.com

Mailing Address:
P.O. Box 1309
Minneapolis, MN 55440-1309

November 23, 2004

Kevin Kuehn, Business Representative
SEIU, Local 113
675 Stinson Blvd.
Suite 200, Minneapolis, MN 55413

Dear Kevin,

This letter is to confirm the understanding between the parties that was reached during bargaining for the 2005-2008 Collective Bargaining Agreement to create a Task Force regarding PeopleClick, the Human Resources electronic tool for submitting bids for vacancy postings.

The Task Force will discuss opportunities such as future training to help employees become proficient in the use of PeopleClick.

Sincerely,

A handwritten signature in cursive script that reads "Lynelle".

Lynelle Wood
Director, Labor Relations and Human Resources Compliance

MINNESOTA'S
HEALTH CARE UNION
SEIU LOCAL 113
675 Stinson Boulevard
Suite 200
Minneapolis, MN 55413
(612) 331-4690