

AGREEMENT

BY AND

BETWEEN

BIO-MEDICAL APPLICATIONS OF MINNESOTA, INC. (d/b/a FMC DIALYSIS SERVICES DULUTH, FMC DIALYSIS SERVICES SPIRIT VALLEY, FMC DIALYSIS SERVICES EVELETH, FMC DIALYSIS SERVICES GRAND RAPIDS AND FMC DIALYSIS SERVICES HIBBING) and BIO-MEDICAL APPLICATIONS OF WISCONSIN (d/b/a) FMC DIALYSIS SERVICES SUPERIOR, FMC DIALYSIS SERVICES CHEQUAMEGON BAY AND FMC DIALYSIS SERVICES HAYWARD

and

AFSCME Council 5

For January 1, 2014 - December 31, 2018

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This Agreement is made and entered into the day and year hereinafter written by and between BIO-MEDICAL APPLICATIONS OF MINNESOTA/WISCONSIN, INC. (d/b/a FMC DIALYSIS SERVICES DULUTH, FMC DIALYSIS SERVICES SPIRIT VALLEY, FMC DIALYSIS SERVICES EVELETH, FMC DIALYSIS SERVICES GRAND RAPIDS, FMC DIALYSIS SERVICES HIBBING, FMC DIALYSIS SERVICES SUPERIOR, FMC DIALYSIS SERVICES CHEQUAMEGON BAY, AND FMC DIALYSIS SERVICES HAYWARD hereinafter referred to as the "Employer" and the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 5, AFL-CIO, hereinafter referred to as the "Union" as follows:

1. SCOPE

1. This Contract shall apply and be limited to the employees in the bargaining unit. The Employer recognizes the Union as the exclusive collective bargaining representative for a bargaining unit consisting of all full-time and regular part time RNs, LPNs, dieticians, patient care technicians, biomedical technicians, social worker assistant/case aids, and clerical employees employed by the Employer at its FMS Duluth, Spirit Valley, Eveleth, Grand Rapids, Hibbing, MN and Superior, Chequamegon Bay, and Hayward WI facilities, excluding managerial employees, guards, supervisors, temporary employees, per diem employees and administrative secretaries.

2. In the event the Employer creates a new non-managerial position at any of the covered locations, the parties agree to discuss whether or not this newly created position is an appropriate bargaining unit position. If it is deemed to be a bargaining unit position, the parties agree to negotiate the salary for said position.

2. CATEGORIES OF EMPLOYMENT

1. A full-time employee is one regularly scheduled to work eighty (80) or more hours during a two (2) week pay period.

2. A part-time employee is one regularly scheduled to work less than eighty (80) hours during a two (2) week period.

3. LUNCH AND BREAKS

1. Direct Patient Care ("DPC") employees shall be scheduled a fifteen (15) minute relief period in each four (4) hour period when working conditions warrant and with the approval of the supervisor. The Employer will make every reasonable effort to grant such relief periods.

2. Non-DPC employees and exempt employees shall be allowed a fifteen (15) minute relief period in each four (4) hour period when working conditions warrant

3. DPC employees who work a shift which is six (6) or more hours in length shall be scheduled a minimum of a thirty (30) minute duty free unpaid meal period.

4. Non-DPC employees and exempt employees who work a shift which is six (6) or more hours in length shall be allowed a minimum of a thirty (30) minute duty free unpaid meal period.

5. Any employee required to work during his/her meal period shall be paid for the entire thirty (30) minute lunch period.

6. Any RNs who are required to remain in the clinic during their meal period shall be paid for that meal period.

4. WORK SCHEDULE

Completed work schedules covering a two (2) week period shall be posted at least one (1) month in advance of the first day covered by such schedule. Every effort will be made to

accommodate requests for specific schedules if they are submitted in writing at least four (4) weeks prior to the first day covered by the scheduling period.

5. TRADING SHIFTS

Employees may trade shifts with other employees by mutual agreement as long as overtime is not thereby created, with approval of employee's supervisor.

6. NEW HIRE PAY

Newly hired employees shall be placed on the salary scale based upon their previous experience. Employees with relevant previous experience will be placed above the minimum.

7. MILEAGE REIMBURSEMENT

Employees who use their personal vehicles for Employer business shall be reimbursed at the current Employer mileage rate.

8. 401(k) PLAN

Employees shall be eligible to participate in FMC's 401(k) Plan to the same extent and on the same basis as all other employees of Employer.

9. SECTION 125 PLAN

Employees shall be eligible to participate in FMCNA's pre-tax spending account (Section 125 Plan) to the same extent and on the same basis as all other employees of Employer.

10. INCLEMENT WEATHER

In the event the Employer closes or reduces hours of operations due to inclement weather, employees shall be paid for all scheduled hours lost unless that shift or day is rescheduled or the employee takes PTO.

11. BEREAVEMENT LEAVE

Employees shall be entitled compensation for up to three (3) consecutive (scheduled) days' bereavement leave following the death of a spouse, father, mother, child, brother, sister, grandparent, grandchild, (blood or step), brother-in-law, sister-in-law, domestic partners, and any relative residing with the employee or with whom the employee resides. All employees shall be entitled to one (1) day's bereavement leave upon the death of an aunt, uncle, niece or nephew who does not live with the employee. Approval for other significant relationships will be considered on a case-by-case basis.

Approved time off or time off to attend the funeral of close friends or other non-listed relatives may be arranged with the supervisor. Said time shall be without pay or the employee may utilize accrued, unused PTO.

12. JURY DUTY

Employees shall be granted a leave of absence with pay for jury duty. Pay for jury duty will be based on an employee's regular straight time base pay for regularly scheduled hours less the amount received for jury duty, not to exceed a total of two (2) weeks of paid jury duty leave per year. Evidence of jury service must be submitted to the location manager prior to and on completion of the period of service. An employee must return to work on any day in which he or she is released from jury duty long enough to work at least 4 hours during his or her regular shift.

13. MEDICAL TESTING

1. **New Employees:** A Mantoux test and chest x-ray, if indicated, shall be given an employee within one (1) week of his/her employment. The employee shall be given upon request a copy of the report of the examination and a confidential record will be kept by the Employer. If the initial Mantoux test is negative, the employee will be treated as provided in

paragraph 2 of this Article. New hires may be subject to such other testing consistent with FMCNA's new-hire medical testing policies applicable to non-union employees. Such testing shall be paid for by Employer, provided the employee receives testing at a location designated by the Employer.

2. **Existing Employees:** A Mantoux test and chest x-ray, if indicated, shall be given an employee annually without cost to the employee. The employee shall be given upon request a copy of the report of the examination and a confidential record will be kept by the Employer.

14. INFECTION CONTROL

The Employer will follow FMCNA's blood borne pathogen and infection control policies which are in accordance with CDC guidelines.

15. DISCIPLINE AND DISCHARGE

1. The Employer shall discipline employees for just cause only. Discipline will be in one or more of the following forms: Informal Counseling, Verbal Warning, Written Warning, Suspension, Termination, or other action appropriate to the situation. Principles of progressive discipline will be followed in making disciplinary decisions, provided, however, that the Employer may deviate from progressive discipline when circumstances so warrant. All disciplinary actions are subject to the grievance procedure contained in this Agreement. Verbal warnings shall be documented as such and kept in the employee's personnel file for one (1) year. If no further infractions occur they shall be destroyed.

2. Written warnings, notices of suspension and notices of termination which are to become a part of an employee's personnel file shall be given to the employee, and the employee shall be asked to acknowledge receipt by signature on the notice. The employee and the Union shall receive a copy of suspension and termination notices. Written warnings and notices of

suspension shall be considered inactive after 12 months of active employment from date of issue provided there have been no further infractions during such period.

3. Notices of termination shall state that the termination is effective on the date the notice is received by the employee.

4. When an employee is to receive a written warning or be suspended or terminated, the employee shall be talked to in private, and shall have a reasonable opportunity (not to exceed two day's advance notice, excluding weekends) to arrange to have a Union Business Representative or Shop Steward in attendance.

16. PROBATIONARY PERIOD

1. All newly hired employees shall be on a probationary status for ninety (90) calendar days. Probationary employees may be terminated with or without cause during the probationary period; provided, however, that such termination shall not be for reasons in violation of applicable law.

2. During the probationary period each employee shall receive general orientation by the Employer as well as specific instruction and training necessary to fulfill the duties of the employee's position.

3. A representative from the Union shall be permitted to speak to newly hired employees during their general orientation period.

17. UNION SECURITY AND DUES/FEE DEDUCTION

1. All employees covered by this Agreement may now or hereafter become members of the American Federation of State, County and Municipal Employees in good standing as a condition of employment. The term "in good standing" for the purposes of this Agreement is defined to mean the payment of dues uniformly required as a condition of acquiring or retaining

membership in the Union. Employees who choose not to join or remain as a member of the Union shall be obligated to make the appropriate agency fee payment to the Union.

2. Any employee who is not currently a member of the Union, shall, as a condition of continued employment, be required to become a member or pay the appropriate agency fee within thirty (30) days of the effective date of this Agreement.

3. All newly hired employees covered by this Agreement, shall, as a condition of continued employment, become members of the Union or pay the appropriate agency fee within thirty (30) days of their initial date of employment.

4. Any employee covered by this Agreement who fails to comply with the above provisions will have his or her employment with the Employer immediately terminated upon receipt of a written demand from the Union.

5. The Union shall give written notification to the Employer of the amount of the dues and the agency fees which are to be deducted.

6. The Employer agrees to furnish the Union a list of the names and addresses of all employees employed by the Employer who are covered by this Agreement, within thirty (30) days of the effective date of this Agreement. Thereafter, the Employer agrees to furnish the Union a monthly list of new hires, terminations, and employees on leaves of absence.

7. The Employer agrees to deduct from the salaries of all employees membership dues and agency fees in the amount duly certified as correct by the Union from time to time, for America Federation of State, County and Municipal Employees in accordance with the standard form used by the Union, provided that said form is signed by the employee and submitted to the Director of Operations or other Employer designee. Dues and agency fees shall be deducted in twelve (12) monthly installments and forwarded to the designated Union office no later than the

next working day after deduction together with a record of the amount and those for whom the deductions have been made. The Union agrees to indemnify and hold harmless the Employer with respect to any and all claims, damages, costs and liabilities that may arise from carrying out its obligations under this Article.

18. UNION ACTIVITIES

1. Authorized Union Business Representatives shall be allowed to meet with employee(s) in the break room during working hours to ensure the provisions of this Agreement are being complied with. The Union Business Representative must notify the supervisor of the facility where he/she will be on site.

2. Up to one Shop Steward designated by the Union shall be allowed reasonable time without loss of pay to attend grievance meetings. Other union activities, such as posting Union announcements and notices and transmitting communications authorized by the Union to the Employer, shall be without pay.

3. The parties will form a joint Labor Management Committee to meet a minimum of five (5) times per year, at a varying location, to facilitate necessary open discussion and dialogue on employee/management issues. The meetings will be limited to two (2) hours in length, with one (1) hour being paid time and one (1) hour unpaid time for the committee participants. The Union shall assure that a staff representative be present at the meeting, or it may be canceled, and the Union shall be allowed one (1) representative from each of the eight (8) separate work locations. Meeting times and dates shall be pre-scheduled and agreed upon by the Union business agent and the designated Employer representative.

19. APPLICABLE LAW

The parties recognize that this Agreement is subject to the Constitution and Laws of the United States and the State of Minnesota and the State of Wisconsin. To the extent that any provisions of this Agreement conflict with the provisions of any such laws, they shall be modified by negotiations between the parties only to the extent necessary to comply with such laws.

20. BULLETIN BOARD

The Employer will provide bulletin board spaces for posting meeting notices and related materials.

21. EVALUATION

If the Employer utilizes a system of employee evaluations, such evaluations will be conducted on an annual basis. The employee shall acknowledge such evaluation by signature to indicate that it has been reviewed by him/her, and may add any comments he/she wishes to the evaluation. Signature by an employee shall not be construed to mean that the employee either agrees or disagrees with the evaluation, but merely that it has been reviewed with the employee. Employees shall be given a copy of any evaluation of which they are the subject upon their request.

22. VACANCIES

Notice of vacant positions within the bargaining unit shall be posted for a period of seven (7) calendar days prior to filling such position. Any bargaining unit employee who has been employed at least six (6) months, has no disciplinary action issued against him/her within the past year and is minimally qualified for the position will be eligible to apply for the position. Exceptions may be made by the Director of Operations or Regional Vice President, or other

Employer Designee. Bargaining unit employees shall be given the same consideration as other equally qualified applicants. Between equally qualified bargaining unit employees and outside applicants, bargaining unit members shall have preference for filling vacancies. If two or more equally qualified bargaining unit members apply for a vacant position, the most senior shall have preference for the vacant position.

23. PERSONNEL FILE

An employee may review his/her personnel file upon request to the Clinical Manager. Upon the request of the employee, he/she will be provided with a copy of the entire file or any portion thereof. In the event an employee is counseled by management, and a written summary of that counseling is created by management, the employee shall be given a copy of the summary after it is entered into his/her file. An employee shall have seven (7) calendar days from the date of receipt of the written copy to submit a written response if he/she so desires. This written response will be placed in the employee's file together with the original document to which it pertains.

24. SEVERABILITY

1. This Agreement is subject to the laws of the United States and the State of Minnesota and the State of Wisconsin. In the event that any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall remain in full force and effect.

2. In the event any provision is held or determined to be invalid, the Employer and the Union agree to meet and negotiate a substitute clause to replace the provision found invalid.

The goal of the negotiations shall be to devise a clause which is legally binding and which captures as near as possible the intent of the original, invalid clause.

25. NON-DISCRIMINATION

The Employer, either in hiring, promoting, advancing, or assigning to jobs, or any other term or condition of employment, agrees not to discriminate against any employee because of race, color, national origin, religious affiliation or belief, sex, sexual orientation, creed, marital status, status with regard to public assistance, handicap status, disability, age, or membership or activity on behalf of the Union, or participation in the grievance procedure. The Employer shall also comply with all requirements of reasonable accommodation for qualified disabled persons as required by Federal and State laws.

26. BONE MARROW DONATION

An employee who averages twenty (20) or more hours per week is entitled to a paid leave of absence not to exceed forty (40) hours for purposes of bone marrow donation.

27. SCHOOL CONFERENCES

The Employer shall grant up to a total of sixteen (16) hours in any twelve (12) month period to an employee to attend school conferences or classroom activities related to the employee's child, provided the conference or activities cannot be scheduled during non-work hours and provided the employee gives notice of the leave as soon as practicable and makes a reasonable effort to schedule the leave so as not to disrupt unduly the Employer's operations. If the employee's child receives licensed daycare services or attends a pre-kindergarten or special education program, the employee may use the leave time to attend the conference or activity related to the employee's child or observe or monitor the services or program, provided the conference, activity, or observation cannot be scheduled during non-work hours and provided the

employee gives notice of the leave as soon as practicable and makes a reasonable effort to schedule the leave so as not to disrupt unduly the Employer's operations. The employee may choose to substitute PTO or else the leave shall be unpaid.

28. NO STRIKE – NO LOCKOUT

1. During the term of this Agreement, the Union, its officers, representatives, agents and members agree that they shall not authorize, instigate, cause, aid, encourage, support, condone or participate in any strike, including any sympathy strike, hand billing, slowdown, work-stoppage, boycott of the Employer's product, picketing, or other restriction of or interference with, the operations of the Employer during the life of this Agreement. In the event of a violation of this Article, the Employer shall not be required to negotiate over the merits of the dispute which gave rise to the stoppage or curtailment or other such action until the same has ceased.

2. In the event of a strike, including any sympathy strike, hand billing, slowdown, work-stoppage, boycott of the Employer's product, picketing, or other restriction of or interference with, the operations of the Employer, whether authorized or unauthorized, the Union shall immediately instruct the involved members of the bargaining unit, in writing, that their conduct is in violation of the Agreement, and instruct all such persons to cease the offending conduct so as to avoid the disciplining of such members of the bargaining unit up to and including discharge.

3. The Employer shall have the unrestricted right to discharge any member of the bargaining unit who instigates, participates in, or gives leadership to any activity herein prohibited. If Employer's discipline in this regard is challenged through the grievance procedure and the same proceeds to arbitration, the arbitrator shall not have the power to review the

reasonableness of the penalties imposed, but he/she may order reinstatement and back pay only upon a finding of innocence. The failure of the Employer to discharge any such member or members of the bargaining unit shall not be construed as a waiver of the right of the Employer to discharge other violations thereof or as an indication that such activity is condoned by the Employer.

4. The Employer will not lockout any members of the bargaining unit during the term of this Agreement so long as this Article is not violated.

29. GRIEVANCE AND ARBITRATION PROCEDURES

1. A grievance under this Article is hereby defined as a complaint by either the Employer or the Union that this Agreement has been violated. Grievances shall be processed as follows, and any waiver of the time limitations set forth herein shall be by mutual agreement in writing:

Step 1.- All grievances shall be presented to the immediate supervisor of the affected employee(s) within ten (10) working days of the occurrence giving rise to such grievance. In the event the grievance is not resolved by discussions among the supervisor and/or Manager, union staff representative and/or shop steward and/or the affected employee, the grievance may be taken to Step 2.

Step 2.- Within ten (10) working days of a grievance not satisfactorily resolved in Step 1, the grievance may be submitted by the union staff representative or the shop steward or employee in writing to the Director of Operations or his/her designee. A meeting will be held within ten (10) working days of the filing of the grievance at Step 2 with the Director Operations or his/her designee, Supervisor, shop steward, union staff representative, and/or the affected employee to resolve

the grievance and a written answer to the grievance will be due within ten (10) working days after the meeting.

Step 3.- If a grievance has not been satisfactorily resolved in Step 2, a written request for a Step 3 meeting must be received within ten (10) working days of receipt of the Step 2 written response. The meeting or telephone conference will be held at a mutually agreeable time, not to exceed ten (10) working days from the receipt of the request for a meeting. The meeting will be held with the Union Staff Representative, the Director of Operations or his/her designee the Shop Steward, the grievant, and the Regional Vice President. A written answer will be due within five (5) working days after the Step 3 meeting.

Step 4.- If a grievance has not been satisfactorily resolved in Step 3, it may be submitted to arbitration within forty-five (45) calendar days of the receipt of the Step 3 answer. Such arbitration shall be conducted before an arbitrator who shall be selected from a list of neutral arbitrators to be submitted to the parties by FMCS or Bureau of Mediation.

2. Employees shall have the right to have the Union Staff Representative/shop steward present during the discussion of any grievance with representatives of the Employer.
3. The Union or Employer shall have the right to file a group grievance as to a question or dispute involving more than one employee, which shall be filed with the Manager or Union Staff Representative for processing at Step 2 of the grievance procedure set forth above.
4. It is the function of the Arbitrator to interpret the Agreement. The Arbitrator shall consider only the particular issue or issues presented in writing pursuant to the filing of the request for Arbitration review by the Employer or the Union, and the decision and award shall be

based solely upon his/her interpretation of the meaning or application of the terms of this Agreement to the facts of the grievance presented. The Arbitrator has no authority or power to add to, delete from, disregard, or alter any of the written terms of this Agreement.

The fees and expenses of the Arbitrator appointed hereunder shall be borne equally by the Employer and the Union. The expenses incidental to each party's witnesses shall be borne by the party calling the witnesses.

5. If the Employer or the Union fail to process a grievance at any step within the time limits set forth above and the procedure is not waived by mutual agreement, that grievance shall be considered and deemed waived or settled and such failure shall constitute a bar to all future actions thereon, provided that the Employer will not be allowed to bar a grievance by failing to respond to it when required to at any step of the grievance and arbitration procedures.

6. Grievances resolved at Step One will not in and of themselves be regarded as setting precedent for future interpretations of this Agreement. Any grievance may be moved directly to a more advanced step of the grievance procedure by mutual agreement.

7. Disputes as to a party's duty to provide business information, financial information, patient information, or employee personnel file will not be subject to the grievance and arbitration procedure contained herein. Copies of any documents used by the Union to support a grievance or by the Employer to support its answer to a grievance shall be made available to the other party; subject to reimbursement by the requesting party for the costs of reproduction of said documents.

30. TUITION REIMBURSEMENT/RN TUITION ASSISTANCE

Employees shall be eligible to participate in Employer's Tuition Reimbursement and RN Tuition Reimbursement programs on the same basis and to the same extent as all other employees of the Employer.

31. MANAGEMENT RIGHTS

1. The Employer shall have the sole and exclusive right to manage and operate its facility including all operations, activities, and the direction of its working force of employees, with the right to hire, suspend, discipline, discharge for cause, promote, demote, assign, transfer, lay off, recall, or relieve employees from duty for legitimate reasons, and to maintain discipline and efficiency among employees, to decide the number of employees, to establish policies and procedures, to determine the type and scope of services to be furnished to patients and the nature of the facilities to be operated, to establish schedules of operations and to determine the methods, procedures, and means of providing services to patients.

2. Nothing in the above provision is intended to limit any other rights of the Employer not specifically and expressly covered, provided that in the exercise of any of the above rights, the Employer shall not violate any provision of this Agreement.

32. PAY FOR IN-SERVICES AND STAFF MEETINGS

Employees required to attend in-services or staff meetings will be paid for all time in attendance at the applicable rates of pay.

33. INCREASE IN FTE

An employee who agrees to increase his/her FTE status for more than thirty (30) days will accrue PTO benefits based on his/her new status for as long as the employee continues to work that schedule.

34. HEALTH AND WELFARE

Bargaining unit employees shall be eligible to participate in the Employer's health, dental, life insurance, short-term disability, and long-term disability plans to the same extent as other employees of the Employer. The Employer shall be free to make such changes in benefits and contributions as from time to time be considered prudent by the Employer. The Employer agrees to notify the employees and the Union of any changes in the plans in advance of their implementation. The Union and employees will be provided with summary plan description of all benefit plans to which they are entitled during the Employer's annual open enrollment period.

35. WEEKEND DIFFERENTIAL

The Employer shall make every reasonable effort to schedule employees to work only alternate weekends (Saturday and Sunday), except when the giving of such weekends will have the effect of depriving patients of needed nursing service. Non-exempt employees who are required to work a Saturday or Sunday shall be paid a one dollar (\$1.00) per hour differential. Employees who are required to work an unscheduled weekend shift shall receive a seventy-five dollar (\$75.00) per day differential, however, the seventy-five dollar (\$75.00) per day differential shall not apply to employees who are required to work a weekend pursuant to the "Paid Time Off, General Provisions" Article of this Agreement. Employees who are scheduled more than two (2) weekends of four (4) weekends per month will also receive a seventy-five dollar (\$75.00) pay differential per extra shift. This premium pay does not apply to Employees scheduled to work a Sunday instead of a holiday.

36. OVERTIME COMPUTATION

Only hours worked and unworked paid holiday hours will be counted for the purpose of computing overtime.

37. WORKING AT OTHER CLINICS

1. Forced (non-voluntary) float coverage to a clinic other than the employee's home clinic shall be done by forcing the least senior employee in that clinic first, then followed by the next least senior employee in that category on a rotating basis. All bargaining unit employees shall be offered any available hours in their classification before non-bargaining unit employees.

2. Mileage and Travel time – Mileage and travel time will be paid for any travel originating at one clinic and ending at another clinic and for any travel from the employee's home to a clinic more than twenty (20) miles from the employee's home. Time spent traveling as part of an employee's job requirement (such as travel between job sites on the same day) is considered "hours worked" for the computation of overtime. Non-exempt employees are compensated from the time travel begins until the final return, subtracting any normal commute time, normal commute mileage, and meal breaks. The Employer may deny an employee's travel time submission that is deemed unreasonable or suspect, but in such event it will pay the employee the average travel pay amount, and give the Union notice and an opportunity to discuss the average amount. It is provided, however, that the employee shall be ineligible for mileage or travel time when the float coverage results in a shorter commute than the employee's regular commute, or where the float coverage enables the employee to fully participate in an applicable nursing school benefit program.

38. TIME BETWEEN SHIFTS

There shall be a minimum of nine (9) hours between scheduled shifts if the shifts are at clinics within 25 miles of the employee's home or if the shifts occur at the employee's assigned clinic and result in no travel time, and there shall be a minimum of ten (10) hours between

scheduled shifts if the shifts are at clinics over 25 miles of the employee's home, or unless otherwise agreed between the Employer and the affected employee.

39. ON-CALL

1. **Acute Nursing:** The employee will be compensated at premium pay for all hours worked when called in but in no event less than two (2) hours of pay. Employees who are required to be on-call will receive an on-call rate of \$6.25 per hour. Under no circumstances will an employee be working regularly scheduled hours and receive on-call pay at the same time. Nor will the employee receive on-call pay when he/she is being paid for actually working after being called in to work.

2. **Home Therapies:** The employee will be compensated at thirty-five dollars (\$35.00) for a weekday call and fifty-five dollars (\$55.00) for a weekend day call.

3. **Technical Staff:** The call period for Biomedical Technicians shall begin at 5:00 a.m. Monday morning and conclude at 11:00 p.m. Saturday night. Call will be scheduled for an entire week, starting on Monday and concluding on Saturday. No Sunday call will be required at this time. Biomedical Technicians who are on-call are expected to carry and answer their cell phones and/or home phones during their designated call period. Calls must be returned within 15 minutes if the on-call technician cannot be immediately reached. The employee will be compensated at thirty-five dollars (\$35.00) for a weekday call and fifty-five dollars (\$55.00) for a weekend day call. Under no circumstances will an employee be working regularly scheduled hours and receive on-call pay at the same time, nor will the employee receive on-call pay when he/she is being paid for actually working after being called in to work. Employees will be compensated at the applicable hourly rate for all hours worked when called in but in no event less than 2 hours. If a technician is required to work more than 2 hours while on-call, they can

elect to have an 8 hour rest period before completing the remainder of their scheduled hours for that day. If they are called in early, they can elect to start their shift early rather than take an 8 hour rest period. In the event the on-call technician needs to report to a clinic, mileage shall be paid from their home, as will applicable travel time. The on-call schedule will be released in accordance with the language outlined in Section 4 of this Agreement. Parameters will be provided to the direct patient care staff about the calling of on-call technical personnel to assist in the efficient use of call time for the technical staff.

40. SHIFT DIFFERENTIAL

Employees who work 50% or more of their scheduled hours after 3:00 p.m. in a given shift will receive an additional one dollar (\$1.00) per hour for their entire shift. Employees who work a minimum of three (3) hours but less than the majority of their scheduled hours after 5:00 p.m. will receive the \$1.00 per hour differential only for those hours worked after 5:00 p.m. Exempt employees who work an occasional evening shift within the scope of their normal job responsibilities will not be eligible for shift differential.

41. COMPARABLE EXPERIENCE

The Employer agrees to notify the Union when it hires a new employee, or transfers an existing employee from another location, into the bargaining unit and to notify the Union of the employee's rate of pay. If the employee's rate of pay is above the minimum for the particular classification, the Employer will provide the Union with the factors it considered in making its decision.

42. TRAVEL PAY

Travel pay shall be at the employee's regular rate of pay and shall count as hours worked in the calculation of overtime.

43. LEAVES OF ABSENCE

1. Employees shall be eligible to take personal, medical (FMLA and non-FMLA), and military leave in accordance with applicable law and Employer's policies.

2. **Reinstatement.** Reinstatement is subject to the provisions in Employer's policies, i.e., Reinstatement is guaranteed for a period of up to twelve (12) weeks for an FMLA leave or for the amount of time the law requires under the Uniformed Services Employment and Reemployment Rights Act. There is no guaranteed reinstatement for any other type of leave of absence.

44. OTHER STANDARD CORPORATE BENEFITS

Bargaining unit employees shall continue to receive those standard corporate benefits, not otherwise geographically limited and not specifically contained in this Agreement, on the same basis and to the same extent as such standard corporate benefits are provided to the Employer's other employees holding like classification whether within or outside the bargaining unit.

45. EDUCATION

1. CEU Reimbursement – Eligible employees shall be eligible to participate in Employer's CEU Reimbursement program on the same basis and to the same extent as all other employees of the Employer.

2. The granting of time off and/or reimbursement for other educational activities will be at the sole discretion of the Employer.

46. SENIORITY

1. Seniority shall be defined as the length of continuous service from the employee's date of hire. (Employees acquired from Miller-Dwan will have their date of hire from Miller-Dwan counted as their date of hire for seniority purposes).

2. Employees shall be placed on the seniority list in accordance with the most recent date of hire by classification. The Employer shall post the seniority list on April 1st and October 1st of each year, and a copy of the list shall be provided to the Union.

47. RESIGNATION

Employees shall provide the Employer with at least two (2) weeks notice of termination of employment.

48. BOARD OF NURSING RULES

The Employer agrees to follow all Minnesota or Wisconsin Board of Nursing rules where applicable. If the Union believes that the Employer has violated any of these rules it will notify the Employer and the parties will meet to discuss the alleged violation. Any said violation shall be subject to the grievance and arbitration procedure up to but not including arbitration.

49. HOURS OF WORK

1. The normal work period shall be forty (40) hours to be worked during a period of one (1) week (seven (7) consecutive days), however, employees will not be guaranteed 40 hours per week. The regular workday will be, six (6) hours, seven (7) hours, eight (8) hours, ten (10) hours or twelve/thirteen (12/13) hours.

2. If a non-exempt employee is required to work in excess of forty (40) hours per week, he/she shall be paid at one and one-half times his/her regular hourly rate for all excess hours worked.

3. All non-exempt employees who are required to work for more than one-half (1/2) hours in excess of their scheduled shift shall be paid at one and one-half (1 ½) times their regular hourly rate for all excess hours worked.

4. There shall be no pyramiding of overtime.

50. LOW CENSUS STAFFING

1. The Employer reserves the right to reduce an employee's hours if the patient census warrants it. Employees may use any accrued, unused PTO to cover the lost hours.

2. In reducing staff due to a diminished number of needed hours, the Employer will first attempt to seek volunteers. Employees who volunteer may at their option take time off as PTO days. Employees who are willing to volunteer for such days off shall sign up indicating such willingness.

3. If further reductions are necessary, they will be made by assigning a low need day on a rotating basis. Employees taking low need days shall be given credit toward all benefits and seniority provided by this Agreement for hours lost.

4. Unless an employee on layoff or reduction of hours is not available, casual employees, temporary employees, or non-bargaining unit personnel shall not be utilized to replace any bargaining unit employees whose hours are reduced under this Article or the layoff procedure in Article 51.

5. Employees having hours reduced shall be given the first opportunity to the extent practicable for subsequent additional hours that may become available to replace work hours lost on any unit and shift for which they are trained to work

51. LAYOFF PROCEDURE

1. Prior to implementing a layoff, the Employer will first seek volunteers.

2. In the event that further layoffs become necessary, the least senior employee in the affected classification, at that affected clinic shall be laid off first. If further layoffs are needed, the next least senior employee in that classification at that clinic shall be laid off.

3. A laid off employee shall have the right to bump the least senior employee in his/her classification, provided that the laid off employee has more seniority. If the least senior employee's home clinic is 20 miles or more away from the laid off employee's home clinic, the laid off employee shall have the right to refuse to bump and go onto the recall list.

4. Recall shall be done by recalling the most senior employee by classification. Employees shall remain on the recall list for up to one (1) year.

52. COMPENSATION

1. Effective January 1, 2014, the wage schedules for Year 1 attached to this Agreement as Exhibit 1 shall become the wage schedules for the identified bargaining unit job classifications in all bargaining unit locations. Each employee's initial placement on the schedule shall be determined by an equity analysis, to be conducted by the Employer on behalf of unit employees within 60 days of the final execution of the Agreement, and as more specifically described in paragraph 52.2 below. For those bargaining unit employees who are employed as of the completion of the equity analysis, any change in wage rate shall be retroactive to the first payroll period beginning after January 1, 2014. For those bargaining unit employees whose employment terminated before the completion of the equity analysis, their 2014 wage rate shall remain unchanged from their 2013 wage rate.

2. Within 60 days of final execution of this Agreement, Employer will conduct an equity analysis of wages for bargaining unit employees and present its findings and conclusions in a meeting with the Union Business Representative. Upon completion of the equity analysis, and depending on the results, unit employees will be placed on Year One of the salary schedule attached as Exhibit 1 for their job classification in the step closest to, and without exceeding, the equity study result, but in no event shall a unit employee receive more than a five percent

increase over the employee's 2013 wage and no employee shall be paid less than the minimum Step One amount for his or her job classification. Although advancing from one step to another within the schedule will ordinarily take place in the first payroll period beginning in January of each succeeding year, the initial placements for existing employees or newly hired employees are determined based on the results of an equity analysis, and for those purposes, there is no presumption that steps equate to years of experience. The results of the equity analyses and the resulting wage placements are not subject to the grievance procedure.

3. Effective the first payroll period beginning after January 1, 2015 the wage rates for all bargaining unit employees will be determined by Year 2 in the wage schedule attached as Exhibit 1, and each employee as of January 1 will advance one step in the progression. For 2015, the schedule reflects a one percent increase between steps, and a one-half percent increase in the schedule from Year One to Year Two.

4. Effective the first payroll period beginning after January 1, 2016, the wage rates for all bargaining unit employees will be determined by Year 3 in the wage schedule attached as Exhibit 1, and each employee as of January 1 will advance one step in the progression. For 2016, the schedule reflects a one percent increase between steps, and a one percent increase in the schedule from Year Two to Year Three.

5. Effective the first payroll period beginning after January 1, 2017, the wage rates for all bargaining unit employees will be determined by Year 4 in the wage schedule attached as Exhibit 1, and each employee as of January 1 will advance one step in the progression. For 2017, the schedule reflects a one percent increase between steps, and a one-half percent increase in the schedule from Year Three to Year Four. In addition to the normal presumed step advancement from 2016 to 2017, Employer will, within 60 days of January 1, 2017, conduct

another equity analysis of wages for bargaining unit employees and present its findings and conclusions in a meeting with the Union Business Representative. Upon completion of the equity analysis, and depending on the results, unit employees will be placed in Year Four of the salary schedule attached as Exhibit 1 for their job classification in the step closest to, and without exceeding, the equity study result, but in no event shall the unit employee receive more than a five percent increase over the employee's 2016 wage, and no employee shall be paid less than the minimum Step One amount for his or her job classification. Although advancing from one step to another within the schedule ordinarily takes place in the first payroll period beginning in January of each succeeding year, the 2017 placements for existing employees (as well as newly hired employees) are determined based on the results of the 2017 equity analysis, and for those purposes, there is no presumption that steps equate to years of experience. For those bargaining unit employees who are employed as of the completion of the equity analysis, any change in wage rate attributable to the 2017 equity analysis shall be retroactive to the first payroll period beginning after January 1, 2017. For those bargaining unit employees whose employment terminated before the completion of the 2017 equity analysis, their wage rate shall remain unchanged from the wage rate established by Year Four of the schedule attached as Exhibit 1. The results of the equity analyses and the resulting wage placements are not subject to the grievance procedure.

6. Effective the first payroll period beginning after January 1, 2018, the wage rates for all bargaining unit employees will be determined by Year 5 in the wage schedule attached as Exhibit 1, and each employee as of January 1 will advance one step in the progression. For 2018, the schedule reflects a one percent increase between steps, and a one-half percent increase in the schedule from Year to Year Five.

7. The Employer may institute a retention or sign-on bonus or other incentive pay program when it determines that a critical staffing shortage exists with respect to one or more classifications or employee groups. A critical staffing shortage may be established if the retention rate for the applicable classification or employee group is less than 70%, and/or if the Employer's ability to continue to meet contractual service obligations is jeopardized. The Employer may establish eligibility factors for participation in the bonus or incentive program, provided that such factors are applied consistently among the job classifications or other employee groups under consideration. Any decisions regarding bonus or incentive pay eligibility will be made consistent with the Non-Discrimination article of this Agreement. The Employer will provide the Union with advance notice and an opportunity to discuss the business reasons for the bonus or incentive program before instituting the same.

53. PAID TIME OFF

1. The Paid Time Off (PTO) program recognizes the varying needs of employees to receive time off based on individual preferences and circumstances. Paid Time Off allows employees greater flexibility in determining when and how time off benefits may be used.

2. The Paid Time Off program provides accrual of vacation, sick, and holiday hours separated into two distinct banks, the Paid Time Off bank and the Extended Sick Leave bank. Employees may draw from the Paid Time Off bank for vacation, holiday, short-term illness, and personal time off needs. The Extended Sick Leave bank provides accrual of paid hours in the event of an extended illness.

A. ELIGIBILITY:

1. All regular full-time and regular part-time employees whose standard weekly hours are 20 or more per week and have completed a 180-day waiting period, are eligible for Paid Time Off benefits.

2. New employees may be paid for unworked holidays that occur within the first 180 days of employment if they have been given the day off and are not scheduled to work an alternate day the week in which it occurs. The hours will be deducted from the PTO bank once it is accrued. Employees whose standard weekly hours are less than 20 hours per week or who are classified as temporary, contract, or per diem, are not eligible for PTO.

B. GENERAL PROVISIONS:

Accrual of Paid Time Off

1. New employees do not accrue PTO until they have completed 180 days of employment. Upon completion of 180 days of employment, new employees receive a lump sum of hours in their PTO bank equal to $\frac{1}{2}$ of their annual allotment, minus any time taken for designated holidays. Thereafter, employees will begin to accrue PTO each pay period based on their standard weekly hours.

2. Employees will only be paid for PTO that has been accrued. PTO may not be borrowed or taken if it creates a negative balance. At the discretion of a manager or supervisor, time off without pay may be taken if there is no accrued PTO.

3. Accrual of PTO is based on the employee's standard weekly hours, length of active service, and is subject to an accrual cap:

- *Standard weekly hours* are the hours an employee is hired to work on a regular basis which are recorded in the payroll system. Standard weekly hours that are less than 40 are prorated.

For example:

$\frac{40}{1} = \frac{1}{100\%}$	$\frac{35}{2} = \frac{7}{88\%}$	$\frac{30}{3} = \frac{3}{75\%}$	$\frac{25}{4} = \frac{5}{63\%}$	$\frac{20}{5} = \frac{1}{50\%}$
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- *Active length of service* is based on the employee's service date, which is hire date, adjusted forward for any breaks in service (excluding LOA's). PTO accrual rates based on full time status (40 hours) are as follows:

Level of service	Hours Per Pay Period	Hours Per Year
I. Year 1 through completion of 4 th year:	7.69	200
II. Beginning of 5 th year through completion of 9 th year:	9.23	240
III. Beginning of 10 th year and up:	10.77	280

4. PTO continues to accrue for the first 14 calendar days while on a paid leave of Absence or qualified military leave. A paid leave of absence is defined as time not worked, but paid with PTO or ESL hours.

5. PTO will not accrue after the first 14 calendar days of a paid leave, including Workers' Compensation and Disability, or after the first 14 calendar days of a qualified military leave, or any time while on any other type of unpaid Leave of Absence.

6. The employee's accrual category will not be affected by time away due to a leave of absence (up to 6 months), once the employee has returned to active work. Qualified military leaves are excepted from this policy; employees properly returning from such leaves, even in excess of six months, will have qualified military leave time counted in determining the

appropriate accrual category upon return from leave. Bridging of service applies to other leaves of absences that exceed six months (e.g., Workers' Compensation or Disability).

Holiday Pay

7. Time off for holidays is included in the accrual of PTO. Six holidays are recognized by the company: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

8. Employees will be paid for unworked holidays within the first 180 days of employment. During this time, the company will lend employees sufficient hours to cover the unworked holidays. Once an employee has completed 180 days and received a PTO allotment, the paid holiday hours will be deducted from the employees' PTO bank.

9. With the exception of employees in the first 180 days, employees who have insufficient hours in their PTO bank at the time a holiday occurs, will not be paid for that time unless it is worked.

10. Non-exempt employees who work on a designated holiday will be paid time and a half for those hours and will not be charged PTO hours. A holiday is the day on which the actual holiday occurs, not the day it may be recognized by the company (i.e. if Christmas Day falls on a Sunday and the holiday is recognized on Monday, time and a half will be paid only for hours worked on Sunday).

11. Non-exempt employees who work in either of the following situations will receive a 10% differential:

a. For working on a Sunday when a holiday occurs Monday through Saturday, and the location closes on the holiday and opens on Sunday instead.

b. When a holiday occurs on a Sunday and the location is open the following Monday and business/administrative offices close on that day.

12. To be eligible for unworked holiday pay, employees must (a) not be on unscheduled absence for the holiday and (b) work the scheduled shifts both immediately before and after the holiday. If either of these conditions is not met, a Field Dialysis Service employee will not be paid for the unworked holiday hours and will have those hours deducted from the employee's PTO bank. Exceptions to this provision may be made at the discretion of the supervisor or manager and may require a doctor's note. This provision does not apply where an unscheduled absence on a holiday or absence on shifts before or after a holiday is due to FMLA leave.

13. Unworked holiday hours that are paid will be counted in the computation of overtime in the week in which the holiday occurs. When a facility closes on a designated holiday and opens an alternate day and employees are scheduled to work their standard weekly hours that week, the holiday will not be paid or included in the computation of overtime. The hours remain in the PTO bank to be used at a later date.

Ongoing PTO Cap

14. The company believes it is important for employees to take time off during the year and encourages employees to use PTO on a regular basis during the year in which it is earned. Therefore, PTO accrual is subject to an ongoing PTO cap throughout the year.

15. PTO stops accruing when an employee's PTO bank reaches the designated PTO cap based on the employee's length of service, as set forth in the below chart. Thereafter, additional PTO hours accrue in the employee's Extended Sick Leave (ESL) bank, and do not accrue in the PTO bank, until PTO has been used and the PTO bank falls below the PTO cap. Hours in excess of the PTO cap that accrue in the ESL bank may not be transferred to the PTO bank at a later date, even if the PTO hours fall below the PTO cap. Therefore, employees should monitor their PTO balances and schedule time off to prevent their accrual from being capped.

16. The PTO cap is based on an employee's length of active service as reflected by service date (see chart below). The PTO cap is prorated for part-time employees based on standard weekly hours.

Length of Service	Annual PTO Accrual	Ongoing Cap
Category I (1-4 yrs)	200 hours	120 hours
Category II (5-9 yrs)	240 hours	160 hours
Category III (10+ yrs)	280 hours	200 hours

Unscheduled Paid Time Off

17. An approved request with less than 48 hours notice or calling in sick will be considered unscheduled PTO.

18. Employees who take unscheduled PTO on a weekend (Sat/Sun) will be required to work their next scheduled weekend off.

19. At the discretion of the supervisor, a physician's note may be required for unscheduled absences.

20. Excessive unscheduled PTO will have a negative effect on the employee's annual performance evaluation and will lead to corrective action. If an employee reaches 6-7 occurrences in a 12-month period or has 3 occurrences in a month, the corrective action process will begin.

21. Approved Leaves of Absences, including FMLA leaves, are excluded from this policy regarding unscheduled PTO.

Payment for Paid Time Off

22. PTO is paid at the employee's current base hourly rate and does not include overtime, shift differential, on-call pay or any other type of supplemental compensation. PTO is not counted as hours worked in the computation of overtime except, for designated holidays that are not worked.

23. The number of PTO hours paid will be based on the employee's standard weekly hours and number of hours worked per day (e.g. 10 hr. day = 10 hrs. of PTO).

24. The combination of PTO and hours worked should not exceed an employee's standard weekly hours. An employee generally is not eligible to receive PTO for a day that is worked. However, if a non-exempt employee is requested by a supervisor to work during his/her scheduled PTO to provide needed coverage he/she may be paid the PTO day in addition to time worked, with prior approval from the manager.

25. PTO may be paid in advance only in those cases where an employee's regular pay day falls within the PTO period and the advance is requested at least three weeks prior to the scheduled time off. Such requests must be in writing and require approval of the employee's supervisor.

26. Pay in lieu of time off will not be paid to any person on active payroll.

27. The amount of scheduled PTO cannot exceed the amount accrued in that pay period. PTO may be taken and paid in the same pay period it is earned. Employees who have completed the 180 day waiting period may not "borrow" or be paid PTO if it creates a negative balance.

28. When time off is scheduled or requested by the employee, it is expected that accrued PTO hours will be used rather than taking time off without pay. Exceptions should be discussed with Human Resources.

29. Non-exempt employees who do not work their regularly scheduled hours or complete their regularly scheduled shift due to business needs of the company, may elect to use PTO or take the time unpaid.

Illness Or Injury During Paid Time Off

30. Any illness or injury that occurs during scheduled PTO does not change the nature of the time off from PTO to ESL. If an employee is unable to return from scheduled PTO due to illness or injury, he/she may request additional time off and may be asked to provide a doctor's note. This additional time will be paid from the ESL bank.

Change Of Active Status

31. If an employee changes from a PTO eligible status (regular full-time or regular part-time) to temporary, contract or per diem status, the employee will be paid out for any accrued, unused PTO and will no longer accrue PTO. If the employee becomes eligible for PTO again at a later date, the employee's time on temporary, contract or per diem status is not counted as service to determine the employee's PTO accrual level.

32. If an employee changes from regular full-time to part-time status and is no longer eligible to receive PTO (i.e. scheduled for less than 20 hours a week), the remaining time in the

employee's bank may be used according to policy, until it is depleted. If the employee becomes eligible for PTO again at a later date, the time when he/she was part-time, but not eligible for PTO, is counted as service to determine the rate of accrual.

33. If an employee changes from temporary, contract or per diem status to regular part-time (20 hours or more per week) or full-time status, the employee will begin to accrue PTO based on his/her standard weekly hours. The amount of time that the employee was temporary, contract or per diem status will not be counted as service to determine the rate of accrual for PTO.

Paid Time Off At Separation

34. Employees who terminate within the first 180 days will not have accrued any PTO and are therefore, not eligible for payment of PTO at termination.

35. Eligible employees providing proper notice (minimum of 2 weeks for non-exempt staff) will be paid for any accrued, unused PTO earned as of their termination date.

36. Employees not providing proper notice will not be paid for any accrued but unused PTO.

37. Employees who are terminated by the company due to misconduct or performance are not eligible to be paid out for any accrued PTO.

Responsibility

38. It is the responsibility of the manager to ensure that this policy is implemented fairly and consistently and that accurate records are maintained, including all PTO requests that have been approved or denied.

39. It is the manager and the employee's responsibility to monitor the usage of PTO.

40. An employee may request to see his/her record with reasonable notice.

54. EXTENDED SICK LEAVE

A. POLICY STATEMENT:

Extended Sick Leave (ESL) is the portion of the Paid Time Off Program that enables employees to receive pay during extended absences due to their own personal injury or illness.

B. ELIGIBILITY:

All regular full-time and regular part-time employees whose standard weekly hours are 20 or more are eligible for Extended Sick Leave (ESL). New employees will be eligible to accrue and use Sick Leave after the completion of 180 days of employment. Temporary, contract, per diem or employees whose standard weekly hours are less than 20 hours a week are not eligible to participate in ESL.

C. GENERAL PROVISIONS:

Accrual Of ESL

1. New employees are not eligible for ESL until they have completed 180 days of employment. Upon completion of the first 180 days of employment, new employees receive a lump sum of hours in their extended sick leave bank equal to $\frac{1}{2}$ of their annual allotment of ESL. Thereafter, employees begin to accrue ESL each two-week pay period, based on their standard weekly hours.

2. The accrual rate for full time employees is 1.54 hours per two-week pay period, which equals 40 hours of accrual per year. ESL hours are prorated for eligible employees who work less than 40 hours per week. For example:

Employee is hired to work 32 hours per week/ 40 hours = .8 FTE

$.8 \text{ FTE} \times 1.54 = 1.23 \text{ ESL hours accrued per pay period}$

3. Unused ESL may be carried over each year and accrued up to an ESL cap of 1440 hours. Once the ESL cap is reached, no additional sick time will accrue (including any accrual

that might otherwise occur by way of excess PTO transfer) until ESL is used and the accrual amount falls below 1440 hours.

4. ESL continues to accrue for the first 14 calendar days while on a paid leave of absence or qualified military leave. A paid leave of absence is defined as time not worked, but paid with accrued PTO or ESL hours.

5. ESL will not accrue after the first 14 calendar days of a paid leave, including Workers' Compensation or Disability, or after the first 14 calendar days of a qualified military leave, or any time while on any other type of unpaid leave of absence.

6. If an employees status changes from full time to part time (less than 20 hrs) ESL hours will be retained and may be used under the guidelines of this policy until it is exhausted. If an employee's status changes from full time to per diem status, ESL accruals will stop and any remaining balance will be forfeited.

Waiting Period

7. Full time employees may be paid ESL after an absence of 24 consecutive scheduled work hours due to illness or injury. This 24-hour absence is paid as PTO or if the PTO balance is insufficient, is unpaid.

8. The 24-hour PTO requirement is pro-rated for part-time employees by multiplying the full-time equivalent (FTE) status by 24 hours. For example:

Employee is hired to work 32 hours per week/ 40 hours = .8 FTE
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.8 FTE x 24 = 19.2 PTO hours

Approval For Payment Of ESL

9. A physician's note describing the nature of the illness and expected length of absence may be required for absences exceeding 24 consecutive work hours at the discretion of the manager. It may also be required for anything less than that. Additional follow-up information from a physician may also be requested. If the employee fails to provide a requested physician's note, ESL time will not be paid.

10. In the event of illness or injury during scheduled time off, PTO will continue to be paid for the duration of the original request. If the employee is unable to return to work due to illness or injury at the end of the scheduled time off, PTO already taken will count toward the consecutive 24 hour PTO requirement before payment of ESL begins. At the discretion of the manager, a physician's note may be required.

11. There may be circumstances in which an employee prefers to use accrued unused PTO time in lieu of ESL time or after ESL time is exhausted. This may be done by notifying the immediate supervisor.

Payment Of ESL

12. ESL is paid at the employee's base hourly rate and does not include shift differential, on-call or any other type of supplemental compensation. ESL is not counted as hours worked in the computation of overtime.

13. Employees who have Short Term Disability coverage will be paid from that benefit after an absence of 14 calendar days. Short Term Disability supersedes any other form of compensation for personal illness or injury and may not be supplemented with PTO or ESL, unless the benefit is less than 60% of gross weekly earnings.

14. If it is determined that an illness or injury is work related and the employee will be covered under Worker's Compensation, pay may not be supplemented with PTO or ESL unless the benefit is less than 60% of the gross weekly earnings.

15. Extended Sick Leave may be paid in conjunction with an approved leave of absence, including FMLA.

16. During a resignation notice period, ESL will not be paid for an absence due to illness, except for FMLA leave to care for an employee's own serious health condition.

Benefit Eligibility

17. While getting paid ESL, insurance benefits, employee contributions, and service credit for future PTO and ESL accruals will not be affected and will continue as if the employee were actively at work.

Employment Status

18. While on ESL, it is the intention of the company to hold the employee's position open. Depending on the length of the absence, however, there may be situations when the position must be filled to meet the needs of the location.

19. At the time the employee is eligible to return to active work, every effort will be made to reinstate the employee to the same or comparable position provided one is available.

20. Employees on a designated FMLA are covered by the provisions of the Family and Medical Leave Act.

Returning To Work After ESL

21. Employees who are ready to return to active employment may be asked to provide medical documentation stating they are able to return and whether or not there are any job restrictions.

22. If an employee returns to work after being on ESL and is out sick again due to the same illness, the continued absences may be taken as ESL without the required 24 hour PTO waiting period, with the approval of the manager.

Extended Sick Leave At Separation

23. Employees terminating voluntarily or involuntarily will not receive payment for any unused, accrued BSL hours.

Responsibility:

24. It is the responsibility of the manager to insure that this policy is implemented fairly and consistently and that accurate records are maintained.

55. PTO REQUEST PROCEDURE

A. GENERAL PROVISIONS:

1. In order to be considered scheduled PTO, a request should be submitted and approved at least 48 hours in advance of the requested period off.

2. Requests with less than the recommended notice will be considered at the discretion of the manager.

3. Requests for PTO for FMLA leaves are excluded from provisions of this section and the notice requirements for such leaves are stated in the FMLA Policy.

4. For purposes of calculation, a 40 or 80 hour PTO block shall be measured from Sunday through Saturday.

B. PTO REQUEST PROCEDURE FOR HOLIDAYS:

1. Winter Holidays (Thanksgiving, Christmas and New Year's):

An employee may only take one winter holiday off (and up to one 40-hour week in which the holiday falls) per year. These days will be granted to the most senior employee, followed by the next most senior employee etc. Employees who have the actual holiday off one year, may

not have the same holiday off the following year, thereby giving several employees an opportunity to have the actual holiday off during the life of the contract. If no other employee requests the holiday off, the same employee may request it off two years in a row.

2. Summer Holidays (Memorial Day, Independence Day and Labor Day):

An employee may only take one summer holiday off (and up to one 40-hour week in which the holiday falls) per year. These requests will be granted to the most senior employee, followed by the next most senior employee, etc. An employee who has a summer holiday off one year may not have the same holiday off the following year, thereby giving several employees an opportunity to have the holiday PLUS one 40 hour block of prime vacation time off during the life of the contract. If no other employee requests the holiday off, the same employee may request it off two years in a row.

C. ACUTE CALL WEEKENDS:

Acute nursing staff may take up to two call weekends off per calendar year. All other "on-call" weekend requests for PTO must be managed by the employee through the switching of shifts with their coworkers.

D. ALL OTHER PTO REQUESTS NOT COVERED BY THE ABOVE PROVISIONS:

Employees requesting PTO between March 1 and March 30 of any year will be granted in order of seniority. All employees desiring to exercise seniority in vacation selection shall apply for one vacation period between May 1 and April 30 of the following year, not to exceed two non-consecutive 40 hour blocks or one 80 hour block. The employer may deny requests that exceed the following numbers of employees in a unit being granted vacation. After May 1, each vacation request will be granted on a first request basis. Those requests will be granted or denied within 7 days of the employee submitting the request.

Each employee will be assigned to one home unit only. The employer may deny requests that exceed the following numbers of employees in a unit:

Acute Dialysis	1 RN
Home Dialysis	1 RN
Biomedical Tech	2 technician in the NMN area
Dietitian	1 dietitian
Social Worker Asst/Case Aid	1 SW/Case Aid
Clerical	2 Clerical in the NMN area
Eveleth	1 RN and 1 PCT
Grand Rapids	1 RN or 1 PCT
Hibbing	1 RN or 1 PCT
Duluth	1 RN and 1 PCT
Cbay	1 RN or 1 PCT
Hayward	1 RN and 1 PCT
Superior	1 RN and 1 PCT
Spirit Valley	1 RN and 1 PCT

56. REPLACEMENT OF ABSENT PERSONNEL

The replacement of absent personnel shall be the responsibility of the clinic manager. However, employees who self-replace for an absence will not have such absence count against them for purposes of the attendance and tardiness policy, up to a maximum of four times per year.

57. RECIPROCAL LICENSING

The Employer reserves the right to require that all RNs based in the Duluth/Superior Metropolitan Area (because of their central location) be dually licensed in Minnesota and Wisconsin, with any second licensure fees paid by the Employer.

58. DURATION AND RENEWAL

1. This agreement shall continue in full force and effect from January 1, 2014 until December 31, 2018. This Agreement shall continue in full force and effect from year to year thereafter unless written notice to terminate the Agreement is given by either party to the other at least ninety (90) days prior to December 31, 2018, or at least ninety (90) days prior to any yearly expiration period thereafter.

2. If either party desires to modify the terms of this Agreement it may do so by giving written notice to the other party at least ninety (90) days prior to December 31, 2018, or at least ninety (90) days prior to any yearly expiration period thereafter.

3. This Agreement shall continue in full force and effect until and unless it is either modified or terminated in accordance with the above provisions.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to become effective and duly executed by their duly authorized representative:

BIO-MEDICAL APPLICATIONS OF MINNESOTA, INC. (d/b/a FMC DIALYSIS SERVICES DULUTH, FMC DIALYSIS SERVICES SPIRIT VALLEY, FMC DIALYSIS SERVICES EVELETH, FMC DIALYSIS SERVICES GRAND RAPIDS AND FMC DIALYSIS SERVICES HIBBING) and BIO-MEDICAL APPLICATIONS OF WISCONSIN (d/b/a FMC DIALYSIS SERVICES SUPERIOR, FMC DIALYSIS SERVICES CHEQUAMEGON BAY, AND FMC DIALYSIS SERVICES HAYWARD

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES COUNCIL 5

By: William J. Jareton

Title: RNP

By: Cristine Nute

Title: Director of operations

By: Paula A. Collier

Title: Registered Nurse (RN)

By: DM [Signature]

Title: BIO MED TECH II

By: Jacqueline

Title: Registered Nurse

By: John P. Westwood

Title: Northern Area Director

Position = PCT

Step	1st payroll	Annual	1st payroll	Annual	1st payroll	Annual	1st payroll	Annual	1st payroll	Annual
	beginning in 2014	increase % - +.50%	beginning in 2015	increase % + 1.0%	beginning in 2016	increase % - +.50%	beginning in 2017	increase % + .50%	beginning in 2018	increase % - +.50%
	YR1		YR2		YR3		YR4		YR5	
1	\$ 13.41		\$ 13.48		\$ 13.61		\$ 13.68		\$ 13.75	
2	\$ 13.54		\$ 13.61		\$ 13.75		\$ 13.82		\$ 13.89	
3	\$ 13.68		\$ 13.75		\$ 13.89		\$ 13.95		\$ 14.02	
4	\$ 13.82		\$ 13.89		\$ 14.02		\$ 14.09		\$ 14.16	
5	\$ 13.95		\$ 14.02		\$ 14.16		\$ 14.24		\$ 14.31	
6	\$ 14.09		\$ 14.16		\$ 14.31		\$ 14.38		\$ 14.45	
7	\$ 14.23		\$ 14.31		\$ 14.45		\$ 14.52		\$ 14.59	
8	\$ 14.38		\$ 14.45		\$ 14.59		\$ 14.67		\$ 14.74	
9	\$ 14.52		\$ 14.59		\$ 14.74		\$ 14.81		\$ 14.89	
10	\$ 14.67		\$ 14.74		\$ 14.89		\$ 14.96		\$ 15.04	
11	\$ 14.81		\$ 14.89		\$ 15.04		\$ 15.11		\$ 15.19	
12	\$ 14.96		\$ 15.04		\$ 15.19		\$ 15.26		\$ 15.34	
13	\$ 15.11		\$ 15.19		\$ 15.34		\$ 15.41		\$ 15.49	
14	\$ 15.26		\$ 15.34		\$ 15.49		\$ 15.57		\$ 15.65	
15	\$ 15.41		\$ 15.49		\$ 15.65		\$ 15.72		\$ 15.80	
16	\$ 15.57		\$ 15.65		\$ 15.80		\$ 15.88		\$ 15.96	
17	\$ 15.72		\$ 15.80		\$ 15.96		\$ 16.04		\$ 16.12	
18	\$ 15.88		\$ 15.96		\$ 16.12		\$ 16.20		\$ 16.28	
19	\$ 16.04		\$ 16.12		\$ 16.28		\$ 16.36		\$ 16.44	
20	\$ 16.20		\$ 16.28		\$ 16.44		\$ 16.53		\$ 16.61	
21	\$ 16.36		\$ 16.44		\$ 16.61		\$ 16.69		\$ 16.78	

22	\$	16.53	\$	16.61	\$	20.40	\$	20.30
23	\$	16.69	\$	16.78	\$	20.40	\$	20.30
24	\$	16.86	\$	16.94	\$	20.40	\$	20.30
25	\$	17.03	\$	17.11	\$	20.40	\$	20.30
26	\$	17.20	\$	17.28	\$	20.40	\$	20.30
27	\$	17.37	\$	17.46	\$	20.40	\$	20.30
28	\$	17.54	\$	17.63	\$	20.40	\$	20.30
29	\$	17.72	\$	17.81	\$	20.40	\$	20.30
30	\$	17.90	\$	17.99	\$	20.40	\$	20.30
31	\$	18.08	\$	18.17	\$	20.40	\$	20.30
32	\$	18.26	\$	18.35	\$	20.40	\$	20.30
33	\$	18.44	\$	18.53	\$	20.40	\$	20.30
34	\$	18.62	\$	18.72	\$	20.40	\$	20.30
35	\$	18.81	\$	18.90	\$	20.40	\$	20.30
36	\$	19.00	\$	19.09	\$	20.40	\$	20.30
37	\$	19.19	\$	19.28	\$	20.40	\$	20.30
38	\$	19.38	\$	19.48	\$	20.40	\$	20.30
39	\$	19.57	\$	19.67	\$	20.40	\$	20.30
40	\$	19.77	\$	19.87	\$	20.40	\$	20.30
41	\$	19.97	\$	20.07	\$	20.40	\$	20.30
42	\$	20.17	\$	20.27	\$	20.40	\$	20.30
43	\$	20.30	\$	20.47	\$	20.40	\$	20.30
44	\$	20.30	\$	20.61	\$	20.40	\$	20.30
45	\$	20.30	\$	20.61	\$	20.40	\$	20.30
46	\$	20.30	\$	20.61	\$	20.40	\$	20.30
47	\$	20.30	\$	20.61	\$	20.40	\$	20.30
48	\$	20.30	\$	20.61	\$	20.40	\$	20.30
49	\$	20.30	\$	20.61	\$	20.40	\$	20.30
50	\$	20.30	\$	20.61	\$	20.40	\$	20.30
22	\$	16.94	\$	17.11	\$	20.67	\$	20.81
23	\$	17.11	\$	17.28	\$	20.67	\$	20.81
24	\$	17.28	\$	17.46	\$	20.67	\$	20.81
25	\$	17.46	\$	17.63	\$	20.67	\$	20.81
26	\$	17.63	\$	17.81	\$	20.67	\$	20.81
27	\$	17.81	\$	17.99	\$	20.67	\$	20.81
28	\$	17.99	\$	18.17	\$	20.67	\$	20.81
29	\$	18.17	\$	18.35	\$	20.67	\$	20.81
30	\$	18.35	\$	18.53	\$	20.67	\$	20.81
31	\$	18.53	\$	18.72	\$	20.67	\$	20.81
32	\$	18.72	\$	18.90	\$	20.67	\$	20.81
33	\$	18.90	\$	19.09	\$	20.67	\$	20.81
34	\$	19.09	\$	19.28	\$	20.67	\$	20.81
35	\$	19.28	\$	19.48	\$	20.67	\$	20.81
36	\$	19.48	\$	19.67	\$	20.67	\$	20.81
37	\$	19.67	\$	19.87	\$	20.67	\$	20.81
38	\$	19.87	\$	19.97	\$	20.67	\$	20.81
39	\$	19.87	\$	19.97	\$	20.67	\$	20.81
40	\$	19.87	\$	19.97	\$	20.67	\$	20.81
41	\$	19.87	\$	19.97	\$	20.67	\$	20.81
42	\$	20.07	\$	20.17	\$	20.67	\$	20.81
43	\$	20.27	\$	20.37	\$	20.67	\$	20.81
44	\$	20.47	\$	20.57	\$	20.67	\$	20.81
45	\$	20.67	\$	20.71	\$	20.67	\$	20.81
46	\$	20.67	\$	20.71	\$	20.67	\$	20.81
47	\$	20.67	\$	20.71	\$	20.67	\$	20.81
48	\$	20.67	\$	20.71	\$	20.67	\$	20.81
49	\$	20.67	\$	20.71	\$	20.67	\$	20.81
50	\$	20.67	\$	20.71	\$	20.67	\$	20.81

Position = Nurse

	1st payroll beginning in 2014	Annual increase % - +.50%	1st payroll beginning in 2015	Annual increase % + 1.0%	1st payroll beginning in 2016	Annual increase % - +.50%	1st payroll beginning in 2017	Annual increase % + .50%	1st payroll beginning in 2018	Annual increase % - +.50%
Step	YR1		YR2		YR3		YR4		YR5	
1	\$27.73		#VALUE!		#VALUE!		#VALUE!		#VALUE!	
2	\$28.01		\$28.15		\$28.43		\$28.57		\$28.71	
3	\$28.29		\$28.43		\$28.71		\$28.86		\$29.00	
4	\$28.57		\$28.71		\$29.00		\$29.15		\$29.29	
5	\$28.86		\$29.00		\$29.29		\$29.44		\$29.58	
6	\$29.14		\$29.29		\$29.58		\$29.73		\$29.88	
7	\$29.44		\$29.58		\$29.88		\$30.03		\$30.18	
8	\$29.73		\$29.88		\$30.18		\$30.33		\$30.48	
9	\$30.03		\$30.18		\$30.48		\$30.63		\$30.79	
10	\$30.33		\$30.48		\$30.78		\$30.94		\$31.09	
11	\$30.63		\$30.78		\$31.09		\$31.25		\$31.40	
12	\$30.94		\$31.09		\$31.40		\$31.56		\$31.72	
13	\$31.25		\$31.40		\$31.72		\$31.88		\$32.04	
14	\$31.56		\$31.72		\$32.03		\$32.19		\$32.36	
15	\$31.87		\$32.03		\$32.35		\$32.52		\$32.68	
16	\$32.19		\$32.35		\$32.68		\$32.84		\$33.01	
17	\$32.52		\$32.68		\$33.00		\$33.17		\$33.34	
18	\$32.84		\$33.00		\$33.34		\$33.50		\$33.67	
19	\$33.17		\$33.34		\$33.67		\$33.84		\$34.01	
20	\$33.50		\$33.67		\$34.01		\$34.18		\$34.35	
21	\$33.84		\$34.01		\$34.35		\$34.52		\$34.69	

22	\$34.17	\$34.35	\$34.69	\$34.86	\$35.04
23	\$34.52	\$34.69	\$35.04	\$35.21	\$35.39
24	\$34.86	\$35.04	\$35.39	\$35.56	\$35.74
25	\$35.21	\$35.39	\$35.74	\$35.92	\$36.10
26	\$35.56	\$35.74	\$36.10	\$36.28	\$36.46
27	\$35.92	\$36.10	\$36.46	\$36.64	\$36.82
28	\$36.28	\$36.46	\$36.82	\$37.01	\$37.19
29	\$36.64	\$36.82	\$37.19	\$37.38	\$37.56
30	\$37.01	\$37.19	\$37.56	\$37.75	\$37.94
31	\$37.38	\$37.56	\$37.94	\$38.13	\$38.32
32	\$37.75	\$37.94	\$38.32	\$38.51	\$38.70
33	\$38.13	\$38.32	\$38.70	\$38.89	\$39.09
34	\$38.51	\$38.70	\$39.09	\$39.28	\$39.48
35	\$38.89	\$39.09	\$39.48	\$39.68	\$39.87
36	\$39.28	\$39.48	\$39.87	\$40.07	\$40.27
37	\$39.68	\$39.87	\$40.27	\$40.47	\$40.68
38	\$40.07	\$40.27	\$40.68	\$40.88	\$41.08
39	\$40.09	\$40.29	\$40.69	\$40.90	\$41.10
40	\$40.09	\$40.29	\$40.69	\$40.90	\$41.10
41	\$40.09	\$40.29	\$40.69	\$40.90	\$41.10
42	\$40.09	\$40.29	\$40.69	\$40.90	\$41.10
43	\$40.09	\$40.29	\$40.69	\$40.90	\$41.10
44	\$40.09	\$40.29	\$40.69	\$40.90	\$41.10
45	\$40.09	\$40.29	\$40.69	\$40.90	\$41.10
46	\$40.09	\$40.29	\$40.69	\$40.90	\$41.10
47	\$40.09	\$40.29	\$40.69	\$40.90	\$41.10
48	\$40.09	\$40.29	\$40.69	\$40.90	\$41.10
49	\$40.09	\$40.29	\$40.69	\$40.90	\$41.10
50	\$40.09	\$40.29	\$40.69	\$40.90	\$41.10

Position = Acute Nurse

	1st payroll beginning in 2014	Annual increase % - +.50%	1st payroll beginning in 2015	Annual increase % + 1.0%	1st payroll beginning in 2016	Annual increase % - +.50%	1st payroll beginning in 2017	Annual increase % + .50%	1st payroll beginning in 2018	Annual increase % - +.50%
Step	YR1		YR2		YR3		YR4		YR5	
1	\$ 27.73		\$ 27.87		\$ 28.15		\$ 28.29		\$ 28.43	
2	\$ 28.01		\$ 28.15		\$ 28.43		\$ 28.57		\$ 28.71	
3	\$ 28.29		\$ 28.43		\$ 28.71		\$ 28.86		\$ 29.00	
4	\$ 28.57		\$ 28.71		\$ 29.00		\$ 29.15		\$ 29.29	
5	\$ 28.86		\$ 29.00		\$ 29.29		\$ 29.44		\$ 29.58	
6	\$ 29.14		\$ 29.29		\$ 29.58		\$ 29.73		\$ 29.88	
7	\$ 29.44		\$ 29.58		\$ 29.88		\$ 30.03		\$ 30.18	
8	\$ 29.73		\$ 29.88		\$ 30.18		\$ 30.33		\$ 30.48	
9	\$ 30.03		\$ 30.18		\$ 30.48		\$ 30.63		\$ 30.79	
10	\$ 30.33		\$ 30.48		\$ 30.78		\$ 30.94		\$ 31.09	
11	\$ 30.63		\$ 30.78		\$ 31.09		\$ 31.25		\$ 31.40	
12	\$ 30.94		\$ 31.09		\$ 31.40		\$ 31.56		\$ 31.72	
13	\$ 31.25		\$ 31.40		\$ 31.72		\$ 31.88		\$ 32.04	
14	\$ 31.56		\$ 31.72		\$ 32.03		\$ 32.19		\$ 32.36	
15	\$ 31.87		\$ 32.03		\$ 32.35		\$ 32.52		\$ 32.68	
16	\$ 32.19		\$ 32.35		\$ 32.68		\$ 32.84		\$ 33.01	
17	\$ 32.52		\$ 32.68		\$ 33.00		\$ 33.17		\$ 33.34	
18	\$ 32.84		\$ 33.00		\$ 33.34		\$ 33.50		\$ 33.67	
19	\$ 33.17		\$ 33.34		\$ 33.67		\$ 33.84		\$ 34.01	
20	\$ 33.50		\$ 33.67		\$ 34.01		\$ 34.18		\$ 34.35	
21	\$ 33.84		\$ 34.01		\$ 34.35		\$ 34.52		\$ 34.69	

22	\$	34.17	\$	34.35	\$	42.09	\$	43.15
23	\$	34.52	\$	34.69	\$	42.09	\$	43.15
24	\$	34.86	\$	35.04	\$	42.09	\$	43.15
25	\$	35.21	\$	35.39	\$	42.09	\$	43.15
26	\$	35.56	\$	35.74	\$	42.09	\$	43.15
27	\$	35.92	\$	36.10	\$	42.09	\$	43.15
28	\$	36.28	\$	36.46	\$	42.09	\$	43.15
29	\$	36.64	\$	36.82	\$	42.09	\$	43.15
30	\$	37.01	\$	37.19	\$	42.09	\$	43.15
31	\$	37.38	\$	37.56	\$	42.09	\$	43.15
32	\$	37.75	\$	37.94	\$	42.09	\$	43.15
33	\$	38.13	\$	38.32	\$	42.09	\$	43.15
34	\$	38.51	\$	38.70	\$	42.09	\$	43.15
35	\$	38.89	\$	39.09	\$	42.09	\$	43.15
36	\$	39.28	\$	39.48	\$	42.09	\$	43.15
37	\$	39.68	\$	39.87	\$	42.09	\$	43.15
38	\$	40.07	\$	40.27	\$	42.09	\$	43.15
39	\$	40.47	\$	40.68	\$	42.09	\$	43.15
40	\$	40.88	\$	41.08	\$	42.09	\$	43.15
41	\$	41.29	\$	41.49	\$	42.09	\$	43.15
42	\$	41.70	\$	41.91	\$	42.09	\$	43.15
43	\$	42.09	\$	42.30	\$	42.09	\$	43.15
44	\$	42.09	\$	42.30	\$	42.09	\$	43.15
45	\$	42.09	\$	42.72	\$	42.09	\$	43.15
46	\$	42.09	\$	42.72	\$	42.09	\$	43.15
47	\$	42.09	\$	42.72	\$	42.09	\$	43.15
48	\$	42.09	\$	42.72	\$	42.09	\$	43.15
49	\$	42.09	\$	42.72	\$	42.09	\$	43.15
50	\$	42.09	\$	42.72	\$	42.09	\$	43.15

Position = Maintenance Technician I

	1st payroll beginning in 2014	Annual increase % - +.50%	1st payroll beginning in 2015	Annual increase % -+ 1.0%	1st payroll beginning in 2016	Annual increase % - +.50%	1st payroll beginning in 2017	Annual increase % -+ .50%	1st payroll beginning in 2018	Annual increase % - +.50%
Step	YR1		YR2		YR3		YR4		YR5	
1	\$ 15.40		\$ 15.48		\$ 15.63		\$ 15.71		\$ 15.79	
2	\$ 15.55		\$ 15.63		\$ 15.79		\$ 15.87		\$ 15.95	
3	\$ 15.71		\$ 15.79		\$ 15.95		\$ 16.03		\$ 16.11	
4	\$ 15.87		\$ 15.95		\$ 16.11		\$ 16.19		\$ 16.27	
5	\$ 16.03		\$ 16.11		\$ 16.27		\$ 16.35		\$ 16.43	
6	\$ 16.19		\$ 16.27		\$ 16.43		\$ 16.51		\$ 16.59	
7	\$ 16.35		\$ 16.43		\$ 16.59		\$ 16.68		\$ 16.76	
8	\$ 16.51		\$ 16.59		\$ 16.76		\$ 16.84		\$ 16.93	
9	\$ 16.68		\$ 16.76		\$ 16.93		\$ 17.01		\$ 17.10	
10	\$ 16.84		\$ 16.93		\$ 17.10		\$ 17.18		\$ 17.27	
11	\$ 17.01		\$ 17.10		\$ 17.27		\$ 17.35		\$ 17.44	
12	\$ 17.18		\$ 17.27		\$ 17.44		\$ 17.53		\$ 17.61	
13	\$ 17.35		\$ 17.44		\$ 17.61		\$ 17.70		\$ 17.79	
14	\$ 17.53		\$ 17.61		\$ 17.79		\$ 17.88		\$ 17.97	
15	\$ 17.70		\$ 17.79		\$ 17.97		\$ 18.06		\$ 18.15	
16	\$ 17.88		\$ 17.97		\$ 18.15		\$ 18.24		\$ 18.33	
17	\$ 18.06		\$ 18.15		\$ 18.33		\$ 18.42		\$ 18.51	
18	\$ 18.24		\$ 18.33		\$ 18.51		\$ 18.61		\$ 18.70	
19	\$ 18.42		\$ 18.51		\$ 18.70		\$ 18.79		\$ 18.89	
20	\$ 18.60		\$ 18.70		\$ 18.88		\$ 18.98		\$ 19.07	
21	\$ 18.79		\$ 18.88		\$ 19.07		\$ 19.17		\$ 19.26	

22	\$	18.98	\$	19.07	\$	19.26	\$	19.36	\$	24.53	\$	24.66
23	\$	19.17	\$	19.26	\$	19.46	\$	19.55	\$	24.53	\$	24.66
24	\$	19.36	\$	19.46	\$	19.65	\$	19.75	\$	24.53	\$	24.66
25	\$	19.55	\$	19.65	\$	19.85	\$	19.95	\$	24.53	\$	24.66
26	\$	19.75	\$	19.85	\$	20.05	\$	20.15	\$	24.53	\$	24.66
27	\$	19.95	\$	20.05	\$	20.25	\$	20.35	\$	24.53	\$	24.66
28	\$	20.15	\$	20.25	\$	20.45	\$	20.55	\$	24.53	\$	24.66
29	\$	20.35	\$	20.45	\$	20.65	\$	20.76	\$	24.53	\$	24.66
30	\$	20.55	\$	20.65	\$	20.86	\$	20.96	\$	24.53	\$	24.66
31	\$	20.76	\$	20.86	\$	21.07	\$	21.17	\$	24.53	\$	24.66
32	\$	20.96	\$	21.07	\$	21.28	\$	21.39	\$	24.53	\$	24.66
33	\$	21.17	\$	21.28	\$	21.49	\$	21.60	\$	24.53	\$	24.66
34	\$	21.39	\$	21.49	\$	21.71	\$	21.82	\$	24.53	\$	24.66
35	\$	21.60	\$	21.71	\$	21.92	\$	22.03	\$	24.53	\$	24.66
36	\$	21.82	\$	21.92	\$	22.14	\$	22.25	\$	24.53	\$	24.66
37	\$	22.03	\$	22.14	\$	22.37	\$	22.48	\$	24.53	\$	24.66
38	\$	22.25	\$	22.37	\$	22.59	\$	22.70	\$	24.53	\$	24.66
39	\$	22.48	\$	22.59	\$	22.81	\$	22.93	\$	24.53	\$	24.66
40	\$	22.70	\$	22.81	\$	23.04	\$	23.16	\$	24.53	\$	24.66
41	\$	22.93	\$	23.04	\$	23.27	\$	23.39	\$	24.53	\$	24.66
42	\$	23.16	\$	23.27	\$	23.51	\$	23.62	\$	24.53	\$	24.66
43	\$	23.39	\$	23.51	\$	23.74	\$	23.86	\$	24.53	\$	24.66
44	\$	23.62	\$	23.74	\$	23.98	\$	24.10	\$	24.53	\$	24.66
45	\$	23.86	\$	23.98	\$	24.22	\$	24.34	\$	24.53	\$	24.66
46	\$	24.05	\$	24.17	\$	24.41	\$	24.53	\$	24.53	\$	24.66
47	\$	24.05	\$	24.17	\$	24.41	\$	24.53	\$	24.53	\$	24.66
48	\$	24.05	\$	24.17	\$	24.41	\$	24.53	\$	24.53	\$	24.66
49	\$	24.05	\$	24.17	\$	24.41	\$	24.53	\$	24.53	\$	24.66
50	\$	24.05	\$	24.17	\$	24.41	\$	24.53	\$	24.53	\$	24.66

Position = Maintenance Technician II

	1st payroll beginning in 2014	Annual increase % - +.50%	1st payroll beginning in 2015	Annual increase % -+ 1.0%	1st payroll beginning in 2016	Annual increase % - +.50%	1st payroll beginning in 2017	Annual increase % -+ .50%	1st payroll beginning in 2018	Annual increase % - +.50%
Step	YR1		YR2		YR3		YR4		YR5	
1	\$ 17.76		\$ 17.85		\$ 18.03		\$ 18.12		\$ 18.21	
2	\$ 17.94		\$ 18.03		\$ 18.21		\$ 18.30		\$ 18.39	
3	\$ 18.12		\$ 18.21		\$ 18.39		\$ 18.48		\$ 18.57	
4	\$ 18.30		\$ 18.39		\$ 18.57		\$ 18.67		\$ 18.76	
5	\$ 18.48		\$ 18.57		\$ 18.76		\$ 18.85		\$ 18.95	
6	\$ 18.67		\$ 18.76		\$ 18.95		\$ 19.04		\$ 19.14	
7	\$ 18.85		\$ 18.95		\$ 19.14		\$ 19.23		\$ 19.33	
8	\$ 19.04		\$ 19.14		\$ 19.33		\$ 19.42		\$ 19.52	
9	\$ 19.23		\$ 19.33		\$ 19.52		\$ 19.62		\$ 19.72	
10	\$ 19.42		\$ 19.52		\$ 19.72		\$ 19.81		\$ 19.91	
11	\$ 19.62		\$ 19.72		\$ 19.91		\$ 20.01		\$ 20.11	
12	\$ 19.81		\$ 19.91		\$ 20.11		\$ 20.21		\$ 20.31	
13	\$ 20.01		\$ 20.11		\$ 20.31		\$ 20.42		\$ 20.52	
14	\$ 20.21		\$ 20.31		\$ 20.52		\$ 20.62		\$ 20.72	
15	\$ 20.41		\$ 20.52		\$ 20.72		\$ 20.83		\$ 20.93	
16	\$ 20.62		\$ 20.72		\$ 20.93		\$ 21.03		\$ 21.14	
17	\$ 20.82		\$ 20.93		\$ 21.14		\$ 21.24		\$ 21.35	
18	\$ 21.03		\$ 21.14		\$ 21.35		\$ 21.46		\$ 21.56	
19	\$ 21.24		\$ 21.35		\$ 21.56		\$ 21.67		\$ 21.78	
20	\$ 21.46		\$ 21.56		\$ 21.78		\$ 21.89		\$ 22.00	
21	\$ 21.67		\$ 21.78		\$ 22.00		\$ 22.11		\$ 22.22	

22	\$	21.89	\$	22.00	\$	22.22	\$	22.33	\$	22.44
23	\$	22.11	\$	22.22	\$	22.44	\$	22.55	\$	22.66
24	\$	22.33	\$	22.44	\$	22.66	\$	22.78	\$	22.89
25	\$	22.55	\$	22.66	\$	22.89	\$	23.00	\$	23.12
26	\$	22.78	\$	22.89	\$	23.12	\$	23.23	\$	23.35
27	\$	23.00	\$	23.12	\$	23.35	\$	23.47	\$	23.58
28	\$	23.23	\$	23.35	\$	23.58	\$	23.70	\$	23.82
29	\$	23.47	\$	23.58	\$	23.82	\$	23.94	\$	24.06
30	\$	23.70	\$	23.82	\$	24.06	\$	24.18	\$	24.30
31	\$	23.94	\$	24.06	\$	24.30	\$	24.42	\$	24.54
32	\$	24.18	\$	24.30	\$	24.54	\$	24.66	\$	24.79
33	\$	24.42	\$	24.54	\$	24.79	\$	24.91	\$	25.03
34	\$	24.66	\$	24.79	\$	25.03	\$	25.16	\$	25.29
35	\$	24.91	\$	25.03	\$	25.28	\$	25.41	\$	25.54
36	\$	24.92	\$	25.04	\$	25.30	\$	25.42	\$	25.55
37	\$	24.92	\$	25.04	\$	25.30	\$	25.42	\$	25.55
38	\$	24.92	\$	25.04	\$	25.30	\$	25.42	\$	25.55
39	\$	24.92	\$	25.04	\$	25.30	\$	25.42	\$	25.55
40	\$	24.92	\$	25.04	\$	25.30	\$	25.42	\$	25.55
41	\$	24.92	\$	25.04	\$	25.30	\$	25.42	\$	25.55
42	\$	24.92	\$	25.04	\$	25.30	\$	25.42	\$	25.55
43	\$	24.92	\$	25.04	\$	25.30	\$	25.42	\$	25.55
44	\$	24.92	\$	25.04	\$	25.30	\$	25.42	\$	25.55
45	\$	24.92	\$	25.04	\$	25.30	\$	25.42	\$	25.55
46	\$	24.92	\$	25.04	\$	25.30	\$	25.42	\$	25.55
47	\$	24.92	\$	25.04	\$	25.30	\$	25.42	\$	25.55
48	\$	24.92	\$	25.04	\$	25.30	\$	25.42	\$	25.55
49	\$	24.92	\$	25.04	\$	25.30	\$	25.42	\$	25.55
50	\$	24.92	\$	25.04	\$	25.30	\$	25.42	\$	25.55

Position = Clerical

Step	1st payroll	Annual	1st payroll	Annual	1st payroll	Annual	1st payroll	Annual	1st payroll	
	beginning in 2014	increase % - +.50%	beginning in 2015	increase % -+ 1.0%	beginning in 2016	increase % - +.50%	beginning in 2017	increase % -+ .50%	beginning in 2018	Annual increase % - +.50%
	YR1		YR2		YR3		YR4		YR5	
1	\$ 12.50		\$ 12.56		\$ 12.69		\$ 12.75		\$ 12.82	
2	\$ 12.63		\$ 12.69		\$ 12.82		\$ 12.88		\$ 12.94	
3	\$ 12.75		\$ 12.82		\$ 12.94		\$ 13.01		\$ 13.07	
4	\$ 12.88		\$ 12.94		\$ 13.07		\$ 13.14		\$ 13.20	
5	\$ 13.01		\$ 13.07		\$ 13.20		\$ 13.27		\$ 13.34	
6	\$ 13.14		\$ 13.20		\$ 13.34		\$ 13.40		\$ 13.47	
7	\$ 13.27		\$ 13.34		\$ 13.47		\$ 13.54		\$ 13.60	
8	\$ 13.40		\$ 13.47		\$ 13.60		\$ 13.67		\$ 13.74	
9	\$ 13.54		\$ 13.60		\$ 13.74		\$ 13.81		\$ 13.88	
10	\$ 13.67		\$ 13.74		\$ 13.88		\$ 13.95		\$ 14.02	
11	\$ 13.81		\$ 13.88		\$ 14.02		\$ 14.09		\$ 14.16	
12	\$ 13.95		\$ 14.02		\$ 14.16		\$ 14.23		\$ 14.30	
13	\$ 14.09		\$ 14.16		\$ 14.30		\$ 14.37		\$ 14.44	
14	\$ 14.23		\$ 14.30		\$ 14.44		\$ 14.51		\$ 14.59	
15	\$ 14.37		\$ 14.44		\$ 14.58		\$ 14.66		\$ 14.73	
16	\$ 14.51		\$ 14.58		\$ 14.73		\$ 14.80		\$ 14.88	
17	\$ 14.66		\$ 14.73		\$ 14.88		\$ 14.95		\$ 15.03	
18	\$ 14.80		\$ 14.88		\$ 15.03		\$ 15.10		\$ 15.18	
19	\$ 14.95		\$ 15.03		\$ 15.18		\$ 15.25		\$ 15.33	
20	\$ 15.10		\$ 15.18		\$ 15.33		\$ 15.41		\$ 15.48	
21	\$ 15.25		\$ 15.33		\$ 15.48		\$ 15.56		\$ 15.64	

22	\$	15.40	\$	15.48	\$	15.79	\$	15.71	\$	19.12
23	\$	15.56	\$	15.64	\$	15.79	\$	15.87	\$	19.12
24	\$	15.71	\$	15.79	\$	15.95	\$	16.03	\$	19.12
25	\$	15.87	\$	15.95	\$	16.11	\$	16.19	\$	19.12
26	\$	16.03	\$	16.11	\$	16.27	\$	16.35	\$	19.12
27	\$	16.19	\$	16.27	\$	16.43	\$	16.52	\$	19.12
28	\$	16.35	\$	16.43	\$	16.60	\$	16.68	\$	19.12
29	\$	16.52	\$	16.60	\$	16.76	\$	16.85	\$	19.12
30	\$	16.68	\$	16.76	\$	16.93	\$	17.02	\$	19.12
31	\$	16.85	\$	16.93	\$	17.10	\$	17.19	\$	19.12
32	\$	17.02	\$	17.10	\$	17.27	\$	17.36	\$	19.12
33	\$	17.19	\$	17.27	\$	17.45	\$	17.53	\$	19.12
34	\$	17.36	\$	17.45	\$	17.62	\$	17.71	\$	19.12
35	\$	17.53	\$	17.62	\$	17.80	\$	17.89	\$	19.12
36	\$	17.71	\$	17.80	\$	17.97	\$	18.06	\$	19.12
37	\$	17.88	\$	17.97	\$	18.15	\$	18.24	\$	19.12
38	\$	18.06	\$	18.15	\$	18.34	\$	18.43	\$	19.12
39	\$	18.24	\$	18.34	\$	18.52	\$	18.61	\$	19.12
40	\$	18.43	\$	18.52	\$	18.70	\$	18.80	\$	19.12
41	\$	18.61	\$	18.70	\$	18.89	\$	18.99	\$	19.12
42	\$	18.74	\$	18.83	\$	19.02	\$	19.12	\$	19.12
43	\$	18.74	\$	18.83	\$	19.02	\$	19.12	\$	19.12
44	\$	18.74	\$	18.83	\$	19.02	\$	19.12	\$	19.12
45	\$	18.74	\$	18.83	\$	19.02	\$	19.12	\$	19.12
46	\$	18.74	\$	18.83	\$	19.02	\$	19.12	\$	19.12
47	\$	18.74	\$	18.83	\$	19.02	\$	19.12	\$	19.12
48	\$	18.74	\$	18.83	\$	19.02	\$	19.12	\$	19.12
49	\$	18.74	\$	18.83	\$	19.02	\$	19.12	\$	19.12
50	\$	18.74	\$	18.83	\$	19.02	\$	19.12	\$	19.12

Position = Dietician

	1st payroll beginning in 2014	Annual increase % - +.50%	1st payroll beginning in 2015	Annual increase % + 1.0%	1st payroll beginning in 2016	Annual increase % - +.50%	1st payroll beginning in 2017	Annual increase % + .50%	1st payroll beginning in 2018	Annual increase % - +.50%
Step	YR1		YR2		YR3		YR4		YR5	
1	\$ 20.03		\$ 20.13		\$ 20.33		\$ 20.43		\$ 20.54	
2	\$ 20.23		\$ 20.33		\$ 20.53		\$ 20.64		\$ 20.74	
3	\$ 20.43		\$ 20.53		\$ 20.74		\$ 20.84		\$ 20.95	
4	\$ 20.64		\$ 20.74		\$ 20.95		\$ 21.05		\$ 21.16	
5	\$ 20.84		\$ 20.95		\$ 21.16		\$ 21.26		\$ 21.37	
6	\$ 21.05		\$ 21.16		\$ 21.37		\$ 21.48		\$ 21.58	
7	\$ 21.26		\$ 21.37		\$ 21.58		\$ 21.69		\$ 21.80	
8	\$ 21.47		\$ 21.58		\$ 21.80		\$ 21.91		\$ 22.02	
9	\$ 21.69		\$ 21.80		\$ 22.02		\$ 22.13		\$ 22.24	
10	\$ 21.91		\$ 22.02		\$ 22.24		\$ 22.35		\$ 22.46	
11	\$ 22.13		\$ 22.24		\$ 22.46		\$ 22.57		\$ 22.68	
12	\$ 22.35		\$ 22.46		\$ 22.68		\$ 22.80		\$ 22.91	
13	\$ 22.57		\$ 22.68		\$ 22.91		\$ 23.02		\$ 23.14	
14	\$ 22.80		\$ 22.91		\$ 23.14		\$ 23.25		\$ 23.37	
15	\$ 23.02		\$ 23.14		\$ 23.37		\$ 23.49		\$ 23.60	
16	\$ 23.25		\$ 23.37		\$ 23.60		\$ 23.72		\$ 23.84	
17	\$ 23.49		\$ 23.60		\$ 23.84		\$ 23.96		\$ 24.08	
18	\$ 23.72		\$ 23.84		\$ 24.08		\$ 24.20		\$ 24.32	
19	\$ 23.96		\$ 24.08		\$ 24.32		\$ 24.44		\$ 24.56	
20	\$ 24.20		\$ 24.32		\$ 24.56		\$ 24.69		\$ 24.81	
21	\$ 24.44		\$ 24.56		\$ 24.81		\$ 24.93		\$ 25.06	

22	\$	24.68	\$	24.81	\$	25.06	\$	25.18	\$	25.31
23	\$	24.93	\$	25.06	\$	25.31	\$	25.43	\$	25.56
24	\$	25.18	\$	25.31	\$	25.56	\$	25.69	\$	25.82
25	\$	25.43	\$	25.56	\$	25.82	\$	25.94	\$	26.07
26	\$	25.69	\$	25.82	\$	26.07	\$	26.20	\$	26.34
27	\$	25.94	\$	26.07	\$	26.33	\$	26.47	\$	26.60
28	\$	26.20	\$	26.33	\$	26.60	\$	26.73	\$	26.86
29	\$	26.47	\$	26.60	\$	26.86	\$	27.00	\$	27.13
30	\$	26.73	\$	26.86	\$	27.13	\$	27.27	\$	27.40
31	\$	27.00	\$	27.13	\$	27.40	\$	27.54	\$	27.68
32	\$	27.27	\$	27.40	\$	27.68	\$	27.82	\$	27.96
33	\$	27.54	\$	27.68	\$	27.95	\$	28.09	\$	28.23
34	\$	27.82	\$	27.95	\$	28.23	\$	28.38	\$	28.52
35	\$	28.09	\$	28.23	\$	28.52	\$	28.66	\$	28.80
36	\$	28.37	\$	28.52	\$	28.80	\$	28.95	\$	29.09
37	\$	28.66	\$	28.80	\$	29.09	\$	29.24	\$	29.38
38	\$	28.94	\$	29.09	\$	29.38	\$	29.53	\$	29.68
39	\$	29.23	\$	29.38	\$	29.67	\$	29.82	\$	29.97
40	\$	29.53	\$	29.67	\$	29.97	\$	30.12	\$	30.27
41	\$	29.82	\$	29.97	\$	30.27	\$	30.42	\$	30.57
42	\$	30.12	\$	30.27	\$	30.57	\$	30.73	\$	30.88
43	\$	30.42	\$	30.57	\$	30.88	\$	31.03	\$	31.19
44	\$	30.73	\$	30.88	\$	31.19	\$	31.34	\$	31.50
45	\$	31.03	\$	31.19	\$	31.50	\$	31.66	\$	31.82
46	\$	31.34	\$	31.50	\$	31.81	\$	31.97	\$	32.13
47	\$	31.66	\$	31.81	\$	32.13	\$	32.29	\$	32.46
48	\$	31.97	\$	32.13	\$	32.45	\$	32.62	\$	32.78
49	\$	32.29	\$	32.45	\$	32.78	\$	32.94	\$	33.11
50	\$	32.62	\$	32.78	\$	33.11	\$	33.27	\$	33.44