# COLLECTIVE BARGAINING AGREEMENT

**between**

# CENTRACARE HEALTH – MONTICELLO

**and**

# COUNCIL 65, LOCAL 1898
# OF THE
# AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES

## JANUARY 1, 2017 THROUGH DECEMBER 31, 2019

## TABLE OF CONTENTS

**ARTICLE/DESCRIPTION** **PAGE**


ARTICLE 1. PREAMBLE ..... 1
ARTICLE 2. RECOGNIT ..... 1
ARTICLE 3. DEFINITIONS ..... 2
ARTICLE 4. UNION SECURITY ..... 4
ARTICLE 5. NO STRIKE/NO LOCKOUT ..... 6
ARTICLE 6. EMPLOYER AUTHORITY ..... 6
ARTICLE 7. SENIORITY ..... 7
ARTICLE 8. HOURS OF WORK ..... 8
ARTICLE 9. WAGES ..... 14
ARTICLE 10. HOLIDAY PAY/LONGEVITY BENEFIT ..... 18
ARTICLE 11. VACATION ..... 21
ARTICLE 12. SICK TIME ..... 23
ARTICLE 13. EXTENDED ILL TIME ..... 23
ARTICLE 14. EMPLOYER-SPONSORED PROGRAMS ..... 24
ARTICLE 15. LEAVES OF ABSENCE ..... 25
ARTICLE 16. TRAINING AND EDUCATION ..... 27
ARTICLE 17. VACANCIES, TRANSFERS, POSTINGS, LAYOFF AND RECALL ..... 28
ARTICLE 18. DISCIPLINE AND TERMINATION OF EMPLOYMENT ..... 33
ARTICLE 19. GRIEVANCES ..... 35
ARTICLE 20. GENERAL PROVISIONS ..... 38
ARTICLE 21. COMPLETE AGREEMENT AND WAIVER OF BARGAINING ..... 39
ARTICLE 22. CONTRACT DURATION ..... 40
Appendix A –Wage Scales ..... 41
Appendix B –Vacation Bidding Procedure ..... 47
Appendix C – EMS Uniform Policy ..... 50

## ARTICLE 1. PREAMBLE

This Agreement is entered into between CentraCare Health – Monticello hereinafter referred to as the Employer, or CCH-Monticello or CCH-M, and the AFSCME Minnesota Council No. 65, Local No. 1898, AFL-CIO, hereinafter referred to as the Union.

This agreement has as its purpose:

- To promote the principles of service excellence;
- To promote dignity and respect in the workplace;
- To establish rates of pay, hours of work and other terms and conditions of employment; and,
- To establish and promote equitable and peaceful resolutions of differences.

## ARTICLE 2. RECOGNITION

**SECTION 2.1 Bargaining Unit:**
CCH-Monticello recognizes the Union as the exclusive bargaining representative of the employees employed by CCH-Monticello at the locations specified immediately below in the classifications identified in Section 9.5 of this Agreement; excluding physicians, physician assistants, nurse practitioners, registered nurses, supervisors, confidential employees, and temporary employees.

Locations:
1013 Hart Boulevard, Monticello, MN (hospital)
1107 Hart Boulevard, Monticello, MN (clinic)
1104 East River Street, Monticello, MN (nursing home)
121 Lake Street North, Big Lake, MN (emergency medical services)

**SECTION 2.2 Unit Clarification:**
In the event the parties are unable to agree on inclusion or exclusion of a new position or job title in the Bargaining Unit, the matter will be submitted to the National Labor Relations Board for determination.

**SECTION 2.3 Negotiated Pay Rate:**
The appropriate pay rate for any new position in the Bargaining Unit will be negotiated by the parties.

**SECTION 2.4**
In the event that the Employer determines to combine bargaining unit job classifications into a single classification, the following shall apply:

2.4.1 The Employer will offer the Union the opportunity to meet and confer regarding the wage rates to be paid to the employees in the new, combined job classification. No individual employee holding a position in one of the existing classifications that is being combined will experience a wage rate reduction upon moving to the new, combined classification.

2.4.2 The Employer shall conduct a rebid (Section 8.6) for the available positions in the new job classification involving the employees in the existing classifications. For purposes of the rebid, each employee's CCH-M Seniority (Section 7.1.1.) will be used. Notwithstanding the previous sentence, for purposes of the rebid, a different, later seniority date will be used for an individual employee if all of the following conditions are met:

(1) The Union has a good faith basis for believing that an individual employee in one of the existing, affected job classifications entered the bargaining unit on a date that is later than the employee's CCH-M Seniority date.

(2) Based upon the good faith belief described in paragraph (1) above, the Union – at least 3 calendar days prior to the rebid – made a written request to the Employer for the Employer to audit the employee's employment history. If the Employer does not receive a written request from the Union at least 3 calendar days prior to the rebid, the Union (and all bargaining unit members) shall have waived and forfeited the right to assert that some date other than the employee's CCH-M seniority date shall be used for purposes of the rebid. The Employer has no obligation whatsoever under this Section unless and until the Union makes a good faith, timely request for such an audit.

(3) Upon receiving a timely request, the Employer will audit the employee's employment history (but only back as far as necessary to make the determination contemplated by this Section).

(4) In performing the audit, the Employer will look backwards from the date on which the audit is performed. Specifically, the Employer will seek to determine the continuous period of time that has elapsed since the employee most recently entered the bargaining unit. The corresponding date (for which the employee most recently entered the bargaining unit, and from which the employee has continuously been in the bargaining unit) shall be used for the employee for purposes of the rebid. Notwithstanding the previous sentence, if the employee had been in the bargaining unit prior to that date, the Employer will keep looking backwards, because leaving the bargaining unit for a period of 90 days or less shall not be considered a break in the employee's seniority for purposes of this Section.

2.4.3 For those employees who moved into the new, combined classification as part of this process, the tiebreaker for their Job Classification Seniority (Section 7.1.2) shall be their CCH-M Seniority or their modified seniority date under Section 2.4.2 paragraph (4) where applicable.

## ARTICLE 3. DEFINITIONS

**SECTION 3.1 Parties:**
Refers collectively to the Employer and the Union.

**SECTION 3.2 FTE Status**
Refers to the Full-Time Equivalent ratio of hours in payroll status. An employee's assigned FTE will be documented in the employee's personnel record.

| FTE Status | Hours Per Pay Period |
|---|---|
| 0.1 | 8 |
| 0.2 | 16 |
| 0.3 | 24 |
| 0.4 | 32 |
| 0.5 | 40 |
| 0.6 | 48 |
| 0.7 | 56 |
| 0.8 | 64 |
| 0.9 | 72 |
| 1.0 | 80 |

**SECTION 3.3 Bargaining Unit employee:**
An employee within the recognized bargaining unit.

**SECTION 3.4 Full time employee:**
An employee in a bargaining unit position with an assigned FTE status of 1.0.

**SECTION 3.5 Part time employee:**
An employee in a bargaining unit position with an assigned FTE status less than 1.0.

**SECTION 3.6 Casual employee:**
An employee in a bargaining unit position who does not have an assigned FTE status, who may be summoned by the Employer to supplement its full time and part time employees. Casual employees have no assurance of availability of work hours.

**SECTION 3.7 Temporary Employee:**
An employee who is not in a classified bargaining unit position because the employment is limited by duration or a specific project or task not to exceed six hundred (600) hours per calendar year. Temporary employees are not included in the definition of a bargaining unit employee (nor eligible for benefits). Temporary employees filling a bargaining unit position due to an approved leave of absence are not limited to the six hundred (600) hours per calendar year. Temporary employees will not be retained while any bargaining unit employees are on layoff in the same classification unless the laid off employees do not accept return to the same position as held by a temporary employee

**SECTION 3.8 Per Diem:**
A Non-Bargaining Unit employee hired under a specific agreement between the Employee and the Hospital who is paid at a flat rate per hour. Each department will limit the Per Diem number based on staffing guidelines. Per Diem staff will only be accessed by department management or their designee.

**SECTION 3.9 Union Member:**
A Bargaining Unit employee who pays dues and is a voting member of the Union.

**SECTION 3.10 Fairshare Fee Payor:**
An employee in a classified Bargaining Unit position covered by the Collective Bargaining Agreement who pays a minimum service fee to the Union, but is not a voting member of the Union.

**SECTION 3.11 40 Flex Schedule:**
A schedule where the employee earns overtime pay at time and one-half their base rate of pay for all hours worked in excess of 40 hours in a 7-day work week.

**SECTION 3.12 8/80 Schedule:**
A schedule where the employee earns overtime pay at time and one-half their base rate of pay for all hours worked in excess of 8 hours in a day or 80 hours in a 14-day work period.

**SECTION 3.13 Pay Periods:**
The Employer shall define the normal work week and the pay period, provided that the same work week and pay period shall be used for all members of the bargaining unit. The Employer may change the normal work week and pay period in order to align with CentraCare payroll. The Employer will meet and confer with the Union prior to changing the normal work week and pay period for some reason other than to align with CentraCare payroll.

## ARTICLE 4. UNION SECURITY

**SECTION 4.1 Dues Check Off:**
An employee covered by this Agreement shall be required, as a condition of continued employment, to become either a dues-paying member of the Union or pay a minimum monthly service fee to the Union for the purpose of contract negotiations and administration for the duration of the Agreement, including any extensions or modifications of the Agreement, beginning on or before their 30th day of employment within the Bargaining Unit.

**SECTION 4.2 Payroll Deduction:**
The Employer agrees to deduct the Union dues and/or service fees from the pay of those employees who individually request in writing which deductions shall be made. The amounts to be deducted shall be certified to the Employer by a representative of the Union. The aggregate deductions of all employees shall be remitted, together with an itemized statement, to the designated Union representative within five (5) days after the deduction is taken.

**SECTION 4.3 Fair Share Fee:**
An employee covered by this Agreement who opts out of being a dues-paying member, or to whom membership in the Union is denied, or whose membership is terminated by the Union, shall be required to pay the minimum monthly service fee or their employment shall be terminated. An employee shall be terminated by the Employer no later than ten (10) days after receipt of notification from the Union that the employee is not in Good Standing.

**SECTION 4.4 Good Standing:**
An employee shall be deemed to be in good standing if not more than thirty (30) days in arrears in payment of membership dues or service fees.

**SECTION 4.5 Employer Security:**
The Union agrees to indemnify and hold the Employer harmless against any and all claims, suits, orders or judgments brought or issued against the Employer as a result of any action taken or not taken by the Employer under this Article.

**SECTION 4.6 Union Stewards:**
The Union may designate certain employees from the Bargaining Unit to act as Union Stewards. The Employer agrees to recognize Stewards designated by the Union. The Union will provide the Employer with a current list of Stewards.

**SECTION 4.7 Exclusive Representative:**
Non-employee representatives of the Union shall be permitted to come on the premises of the Employer for legitimate purposes if they first notify the Chief Executive Officer (CEO)'s designated representative of their intended visit and provided the Union representative does not disrupt patient or resident privacy or care.

**SECTION 4.8 Union Security:**
The Employer agrees to allow a Steward to interrupt his or her work for a reasonable amount of time for the purpose of Union business where the interruption will not affect the functioning of the Steward's department and where the Steward's supervisor has given the Steward prior approval. The Steward shall notify his or her supervisor upon resuming work. Interruption of work for Union business shall be with pay; only one Steward will be permitted time off from work at any one time; and use of the time off shall be limited to the investigation and presentation of grievances to the Employer.

**SECTION 4.9 Bulletin Board:**
The Employer will provide secure bulletin board space in designated locations mutually agreed upon, for posting meeting notices and related material, of which at least one union bulletin board will be designated in the hospital area, and another in the nursing home, and remote campus locations. The Union will not include inflammatory, defamatory or partisan materials in its posting of this material.

**SECTION 4.10 Updated Employee Lists:**
The Employer agrees to furnish to the Union a list of the names, addresses, classification, FTE status, date of hire, and hourly wage information of all Bargaining Unit employees. Such

information shall be provided 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, employees on leaves of absence, and changes to FTE status.

## ARTICLE 5. NO STRIKE/NO LOCKOUT

**SECTION 5.1 No Strike:**
Neither the Union, its officers or agents, nor any of the employees covered by this Agreement will engage in, encourage, sanction, support any strike, or the withholding in whole or in part of the full performance of their duties during the life of this Agreement. Recognizing the mutual interest in the continued operation of the facilities the Employer will immediately notify the Union of the employees involved in the event of a violation of this Article. In the event of a violation of this Article, the Employer will warn employees of the consequences of their action and shall instruct them to immediately return to their normal duties. Any employee who fails to return to his full duties within twenty-four (24) hours of such warning may be subject to discipline up to and including discharge.

**SECTION 5.2 No Lockout:**
The Employer will not lockout Bargaining Unit employees.

## ARTICLE 6. EMPLOYER AUTHORITY

**SECTION 6.1 Management Rights:**
It is recognized by both parties that except as expressly stated herein, the Employer reserves all rights not restricted by the terms of this Agreement. The Employer shall retain all rights and authority necessary to operate and direct the affairs of the Employer, including, but not limited to: determining the Employer's functions, programs, budget, and organizational structure; selecting personnel and supervisors; directing the working force; controlling all operations and services; determining the methods, means, organization and number of personnel by which operations and services are to be conducted; changing or eliminating equipment, facilities, or utilization of technology; and taking whatever actions may be necessary to carry out the missions of the Employer.

The Employer's failure to exercise any right, prerogative, or function hereby reserved to it, or the Employer's exercise of any such right, prerogative, or function in a particular way, shall not be considered a waiver of the Employer's right to exercise such right, prerogative, or function or preclude it from exercising the same in some other way that does not conflict with the express provisions of this Agreement.

**SECTION 6.2 Work Rules:**

6.2.1 Establishing Work Rules:
The Employer shall have the right to establish work rules that do not conflict with the provisions of this Agreement. Any new or modified work rules, except any rule concerning urgent patient or employee safety matters, will be made effective

thirty (30) calendar days after the Employer has provided the Union a sufficient number of copies of such rule for posting on all Union bulletin boards.

Any dispute as to the reasonableness of any new or existing rule, or any dispute involving discrimination in the application of a new or existing rule shall be resolved through the Grievance procedures.

6.2.2 Posting Procedure:
Any new or modified work rule shall be provided in writing, or sent electronically to the Union for posting on all Union bulletin boards.

6.2.3 Urgent Safety Matters:
Work rules concerning urgent patient and employee safety matters may be made effective immediately. To the greatest extent practicable, the Employer will provide to the Union a sufficient number of copies of such rule for posting on all Union bulletin boards.

**SECTION 6.3 Handbook:**
The Union recognizes that all Bargaining Unit employees shall perform the services and duties prescribed by the Employer and shall be governed by the Employee Handbook provided that the provisions in the Handbook do not conflict with this Agreement.

**SECTION 6.4 Delegation of Authority:**
The Employer signatories to this Agreement shall have the right to designate responsibility for Employer functions required under this Agreement pursuant to applicable statutory provisions and to designate representatives authorized to act on their behalf with respect to matters arising under this Agreement.

## ARTICLE 7. SENIORITY

**SECTION 7.1 Defined:**

7.1.1 CCH-M Seniority
CCH-M Seniority will be measured by an employee's years of continuous service with the Employer since the Employee's most recent date of hire with CCH-M. Notwithstanding the previous sentence, CCH-M Seniority for those employees who were employed by the Hospital District as of 3/31/13, and who became employed by the CCH-M effective 4/1/13, shall be calculated as follows for purposes of this Section (provided that 4/1/13 is their most recent date of hire with CCH-M): CCH-M Seniority will be measured by the employee's years of continuous uninterrupted service employed at the facility since the employee's most recent date of hire with the Monticello-Big Lake Community Hospital District. CCH-M Seniority is used for calculation of benefits.

7.1.2 Job Classification Seniority

Job Classification Seniority will be measured by an employee's length of continuous bargaining unit service within a particular classification (including service in that classification as an employee of the Hospital District).

**SECTION 7.2 Seniority Lists:**

The Employer will post Bargaining Unit Seniority lists by Department twice per year in advance of vacation bidding. The posted list will be deemed correct as of thirty (30) days after posting unless the posted information has been contested.

**SECTION 7.3 Probationary Period:**

Newly hired bargaining unit employees shall serve a probationary period of one-thousand-forty (1040) actual hours worked from the date of employment, or one (1) year, whichever is shorter. If the probationary period is successfully completed, the time spent on probation will count toward seniority. Time spent as a temporary or on-call/intermittent employee will not count toward the probationary period. The Employer may discipline or discharge any employee during or at the end of the probationary period and the employee may not grieve the discipline or discharge.

**SECTION 7.4 Performance Evaluation:**

The department manager or supervisor will conduct an informal, unwritten evaluation within thirty (30) days of hire, job transfer or change in job classification. In addition, department managers or supervisors will conduct performance evaluations after ninety (90) days following date of hire. In the case of a job transfer or change in job classification, an evaluation will be conducted approximately ninety (90) days after the change. Performance evaluations will then 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 s/he 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 him/her. Employees may have a copy of any evaluation of which they are the subject. The evaluation shall not be subject to the grievance procedure; however, adverse personnel action based upon the evaluation shall be subject to the grievance procedure.

**SECTION 7.5 Breaks in Seniority:**

An employee's Seniority shall be broken by leaving the Bargaining Unit for more than 90 consecutive days.

## ARTICLE 8. HOURS OF WORK

**SECTION 8.1 Regular Hours:**

The regular hours of work each day shall be consecutive. Nothing herein shall be construed as a guarantee of hours of work per day or per week. Time worked will be calculated to the nearest fifteen (15) minutes.

**SECTION 8.2 Regular Work Period:**
Employees are assigned to a regular basic work period of either 40 hours in one week ("40 Flex") or 80 hours in a 14-day period ("8/80"). Employee schedules will not be changed from 8/80 to 40 Flex or vice versa without mutual agreement with the affected employees or negotiation with the Union.

**SECTION 8.3 Work Schedules:**

8.3.1 Block Schedules
Block schedules will not change for any reason unless by mutual agreement or as defined by written department staffing guidelines that do not conflict with provisions of this Agreement.

8.3.2 No Guarantee of Hours
Nothing in this Agreement requires the employer to schedule staff when work is not available.

8.3.3 Minimum Time Between Shifts
An employee must be scheduled with a minimum of 7.5 hours between scheduled shifts unless mutually agreed upon by the employee and management.

**SECTION 8.4 Posting of Schedule:**
Work schedules showing the employees' shifts, work days, and hours shall be posted at least two (2) weeks in advance and for at least a four (4) week but not greater than an eight (8) week period. Requests for shift changes may not be reflected in the posted schedule if not received at least two (2) weeks prior to the date the schedule is to be posted.

**SECTION 8.5 Available Bargaining Unit Work Hours:**
Bargaining Unit work hours that become available due to an employee absence of four (4) weeks or less, shall be offered in the following order and shall not compromise patient care:

1. Offer available hours to Bargaining Unit employees by seniority within job classification, not to create overtime.
2. Offer available hours to qualified Bargaining Unit employees within the Department based on seniority, not to create overtime.
3. Offer available hours to Bargaining Unit employees by seniority within job classification, may create overtime.
4. Offer available hours to qualified Bargaining Unit employees within the Department based on seniority, may create overtime.
5. As a last resort, any qualified non-bargaining unit employee may be utilized to fill available hours.

**SECTION 8.6**
When the Employer makes a change to the overall department schedule, affected employees who wish to maintain employment shall bid into the new structure by seniority. The Employer will provide the Union with the opportunity to meet and confer prior to conducting the rebid.

8.6.1 The bidding process described in Sections 8.6.1 through 8.6.4 shall occur in the order of job classification seniority amongst full-time and part-time employees with an assigned FTE status in the affected job classification.

8.6.2 A non-binding, non-final trial or rehearsal rebid may be conducted where it makes sense to do so.

8.6.3 If the Employer is making a change to the overall department schedule, but there is no change in the number of positions at each FTE level (meaning that the number of positions and FTE level of all positions are remaining the same), each employee must bid for an open position at the employee's same FTE status, unless otherwise agreed-to between the parties.

8.6.4 If there is a change in the number of positions and/or a change in the FTEs of the positions, then this Section 8.6.4 is applicable. Subsections 8.6.4.1 through 8.6.4.8 are situational, and the breakout into these subsections is not intended to imply an actual order of succession.

8.6.4.1 When it is the employee's turn to bid, the employee may bid for an open position at the employee's same FTE status, if such a position is available.

8.6.4.2 When it is the employee's turn to bid, the employee may bid for an open position at a lower or reduced FTE status, provided that there are no available positions at the employee's same FTE status.

8.6.4.3 When it is the employee's turn to bid, if there is an open position at the employee's same FTE status, the employee may nevertheless bid for an open position at a lower or reduced FTE status, provided that the employee may do so without such action involuntarily displacing a current employee in the to-be-bid-for FTE status.

8.6.4.4 If an employee is permitted to and does bid for a position with a lower FTE status (8.6.4.2 or 8.6.4.3), the employee shall be considered to have voluntarily given up any part of their current FTE. There shall be no "recall" rights or preference above their normal seniority rights to thereafter obtain a position with a higher FTE status than what they bid-for.

8.6.4.5 When it is the employee's turn to bid, the employee may bid for an open position at an increased or higher FTE status, provided that there are no available positions at the employee's same FTE status. However, a non-benefits-eligible employee may not bid for a benefits-eligible position, unless (a) it is possible to do so without resulting in the loss of benefits eligibility for any then-benefits-eligible employees, or (b) there are no

non-benefits-eligible positions available above the employee's FTE status. If there is an opportunity for a non-benefits-eligible employee to become benefits-eligible under condition (a) or (b) set forth in the previous sentence, such opportunity will be offered amongst the non-benefits eligible-employees by order of seniority.

8.6.4.6 When it is the employee's turn to bid, if there is an open position at the employee's same FTE status, the employee may nevertheless bid for an open position at a higher or increased FTE status, provided that the employee may do so without negatively impacting the ability of any or all less senior employees to retain their current FTE status.

8.6.4.7 If the employee's options for available positions are limited to positions that are below the employee's current FTE status, the employee may elect between (a) taking complete layoff thereby being added to a recall list, or (b) accepting an available position. Section 17.8 does not apply to a layoff that occurs under this Section 8.6.4.7. However, Section 17.9 does apply to a layoff that occurs under this Section 8.6.4.7.

An employee who has the opportunity to bid for an open position at or above the employee's FTE status may not elect to be laid-off. If such employee declines to bid for an open position, such choice shall be considered voluntary, and shall not constitute a layoff.

8.6.4.8 During the bidding process, an employee may request to move to casual status (in lieu of bidding for a pointed position). The Employer will consider and decide such requests at its sole discretion.

8.6.4.9 After the full-time and part-time employees have completed bidding, the casual employees in the affected job classification will be permitted, by order of job classification seniority, to bid for any remaining FTE positions.

**SECTION 8.7 Calculation of Overtime:**

8.7.1 <u>40 Flex employees:</u>
Employees on a 40 Flex schedule shall be paid overtime at a rate of one and one half times their regular rate of pay for all hours worked in excess of 40 hours in one week. Employees on a 40 Flex schedule have the flexibility to modify their daily hours within the 40 hour work week upon mutual agreement between the Employee and Employer. The Employer may not send an Employee home for the purpose of avoiding payment of overtime.

8.7.2 8/80 employees:
Employees on an 8/80 schedule shall be paid overtime at a rate of one and one half times their regular rate of pay for hours worked in excess of 8 in one day or 80 in a 14 day period.

**SECTION 8.8 Authorization of Overtime:**
Except where needed to ensure safe patient care or quality customer service, no overtime may be worked without supervisor authorization. Authorization may consist of written policy directives and/or regulations. An employee working unauthorized hours resulting in overtime may be subject to disciplinary action.

**SECTION 8.9 Mandation:**
To ensure critical patient care needs are met, an employee may be required to remain past their normal shift as a last resort. Each Department's Staffing Guidelines will outline a process for timely coverage of shifts vacated due to call-ins in addition to a fair and equitable process for imposing a mandated extension of an employee's shift. All mandated hours shall be paid at a rate of time and one-half the base rate of pay, and maintain eligibility for applicable differentials and bonuses. Mandated extension of a shift shall not be used by the employer in lieu of implementing adequate staffing models for overall patient care.

**SECTION 8.10 Premium Pay for 40 flex employees:**
If management requires employees on a 40 flex schedule to stay beyond their scheduled shift of at least eight hours, that 40 flex employee shall be paid premium pay at a rate of one and one half times their regular rate of pay for all hours worked in excess of their scheduled shift.

**SECTION 8.11 Flexible Schedules/Work Environment:**
Employees working in a flexible work environment and employees who have the flexibility to adjust their schedule are not eligible for shift differentials or unscheduled weekend bonuses, unless such payments are authorized by management.

**SECTION 8.12 No Pyramiding:**
Overtime /premium pay shall not be duplicated or pyramided.

**SECTION 8.13 Shift Trading:**
Employees may trade shifts with other employees within their classification by mutual agreement provided that overtime is not thereby created and the employees have received prior approval of their supervisor.

**SECTION 8.14 Rest Breaks:**
A paid rest period of fifteen (15) consecutive minutes will be permitted for every four (4) consecutive hours worked, subject to staffing needs of the department. Missed break periods will not shorten the work shift nor qualify the employee for overtime. Employees may not leave the premises during the fifteen (15) minute rest period.

8.14.1 In the situation where the normal shift length is four consecutive hours or more, but the shift length has been shortened on a temporary basis as the result of

STO/STC to between three consecutive hours and four consecutive hours, a paid rest period of fifteen (15) consecutive minutes will be permitted during the shift, subject to staffing needs of the department. Where a shift length has been shortened on a temporary basis as the result of STO/STC, but it is still seven (7) or more hours, the Employer will, upon request from the Union, meet and confer with the Union regarding the impact on the employees' normal rest periods.

**SECTION 8.15 Meal Breaks:**
Employees shall be scheduled for an unpaid 30-minute meal break near the middle of their shift when they work shifts in excess of five (5) hours. Shifts of less than 5 hours are not entitled to a scheduled meal break. Employees who leave the premises during an unpaid meal break shall inform their supervisor or designee and must punch out before leaving. If there is any variation in the number or length of meal breaks, the employee should indicate the variation on their time record.

Employees, who are in positions that regularly do not provide designated relief from duties to take a meal break shall be compensated for their entire shift (i.e. there will be no deduction nor any guarantee of a meal break). Employees, who are unable to take a meal break due to interruptions or unforeseen circumstances during their shift, shall follow payroll instructions for reporting the missed meal. The employee's supervisor must approve a shortened work shift caused by a missed meal break, or compensate the employee for their additional time worked.

**SECTION 8.16 Special Time Off (STO) and Special Time Call (STC):**
If it is determined by the Employer that temporary adjustments to fluctuations in needed staffing hours is necessary, such temporary adjustments shall be initially accomplished through assignment of home days STO and on-call days STC to the department job classification(s) on an equal sharing basis. No Employee shall be required to take more than twenty-four (24) hours of STO in a calendar year. In departments that use STC, no Employee shall be required to take more than a combined total of forty-eight (48) hours STO/STC in a calendar year. An Employee will be given credit toward contractually provided benefits for all STO/STC hours. The Employer will consider and assign STO/STC to Employees in the following order:

1. Patient/Resident need and skill mix of staff
2. Orientation of employees
3. Voluntary acceptance of STC/STO offered
4. Total number of hours of STC/STO already taken by an employee within the current contract year
5. Date of last STC/STO taken by an individual employee
6. Employee with least seniority

Time off that is employee-initiated, or otherwise not mandated by the Employer, is not considered STO/STC [refer to 11.3].

## ARTICLE 9. WAGES

**SECTION 9.1 Wage Scales:**
Employees shall be compensated in accordance with the wage scales attached to this Agreement and marked Appendix A. The attached wage scales shall be considered a part of this Agreement. In the event that there is a rounding difference between the amounts shown on Appendix A and payroll, the higher rate shall govern.

The YEAR ONE (2017) wage scale is set forth in Appendix A and shall be effective 1/9/17.

The YEAR TWO (2018) wage scale (Appendix A) represents a general increase of 2% over the YEAR ONE scales and shall be effective the first day of the first full pay period starting on or after 1/1/18.

The YEAR THREE (2019) wage scale (Appendix A) represents a general increase of 2% over the YEAR TWO scales and shall be effective the first day of the first full pay period starting on or after 1/1/19.

Any other wage adjustments required by legislation during the life of this Agreement will be negotiated with the Union.

**SECTION 9.2 Placement Rate:**
Whenever an employee is started at a rate above the scale for their years (one year equals 2080 hours) of experience under Appendix A, the Employer will examine and create equitable internal rates for all current employees in the class. In no case will current employees in the class with comparable experience be paid less than the new employee.

**SECTION 9.3 Step Movement:**
The steps that appear on the scale in Appendix A occur each time an employee works an additional 2080 hours.

**SECTION 9.4** [*Reserved for future use.*]

**SECTION 9.5 Classification Categories:**
Below is a listing of the job classifications of employees covered by this Agreement. For purposes of the shift differentials (Section 9.6), the unscheduled weekend bonus (Section 9.7), call pay/reporting pay (Section 9.13), and proper notice for resignation (Section 20.2), the included job classifications have been grouped into categories. These groupings have no bearing on or relevance to any other section of this Agreement, or to any rights or obligations derived from any other section of this Agreement, apart from Sections 9.6, 9.7, 9.13 and 20.2.

| *Administrative Services* | *Operational Services* | *Patient Support Services* | *Specialty Care 1* | *Specialty Care 2* | *Advanced Specialty Care* |
|---|---|---|---|---|---|
| Billing Clerk | Cook | Activities Aide | Certified Medical Assistant – Clinic | Lab MLT | Lab MLS |
| Business Office Clerk | Courier | Admitting/Switchboard | ED Tech | LPN | Polysomnographer I & II |
| Cashier | Custodian | Patient Access Liaison – Hospital | EMT/EMT-I | OR Tech | Respiratory Therapist |
| Central Scheduler | Dietary Aide | Supplies/Equip Facilitator | HUC | Paramedic | |
| Clinical Quality Abstractor | Groundskeeper | Surgical Facilitator | LPN – Clinic | Radiology I & II | |
| Coder | Housekeeper | Unit Secretary | NAR-Extended Care | Sonographer | |
| Coder II | Laundry | Patient Access Liaison II | NAR-Hospital | Wound Care HBO Safety Program Tech | |
| Coder III | Maintenance | | Pharmacy Tech | | |
| Collections Clerk | Maintenance Engineer | | Pharmacy Tech II | | |
| Financial Counselor | MPD Receiving Specialist | | Phlebotomist/Med Asst | | |
| HIM/LTC Specialist | MPD Tech | | Distribution Clerk | | |
| Insurance Clerk | Unit Assistant | | | | |
| Medical Records Clerk | Beautician | | | | |
| Patient Access Liaison | | | | | |
| Patient Access Liaison – Clinic | | | | | |
| Reimbursement Analyst | | | | | |
| Transcriptionist | | | | | |

**SECTION 9.6 Shift Differential:**
Shift differential will be paid on paid vacation time in accordance with Article 11 Section 6. Shift differentials cannot overlap.

9.6.1 Evening Shift:
In addition to the regular rate of pay for hours worked, shift differential as set forth in the chart below will be paid after 3:00pm (2:00pm Nursing Home) to employees who work four (4) or more hours (including meal and rest breaks) after 5:00pm for the evening shift.

| Administrative Services | Operational Services | Patient Support Services | Specialty Care 1 | Specialty Care 2 | Advanced Specialty Care |
|---|---|---|---|---|---|
| $1.00 | $1.15 | $1.25 | $1.25 | $1.50 | $2.00 |

9.6.2 Night Shift:
In addition to the regular rate of pay for hours work, shift differential as set forth in the chart below will be paid to employees who work the shift between 11:00 pm and 7:30 am (10:00 pm and 6:30 am Nursing Home). The shift differential will also be paid to employee on-call who are called back to work after 7:00 pm for the night shift.

| Administrative Services | Operational Services | Patient Support Services | Specialty Care 1 | Specialty Care 2 | Advanced Specialty Care |
|---|---|---|---|---|---|
| $1.15 | $1.25 | $1.50 | $1.50 | $2.50 | $3.50 |

**SECTION 9.7 Unscheduled Weekend Bonus:**
An employee who, at the Employer's request, works an additional weekend shift beyond any weekend shift(s) for which the employee was scheduled shall be paid, in addition to the applicable hourly rate, an Unscheduled Weekend Bonus as shown in the chart below:

| Shift Duration | Administrative Services | Operational Services | Patient Support Services | Specialty Care 1 | Specialty Care 2 | Advanced Specialty Care |
|---|---|---|---|---|---|---|
| 4 hour shift | $15.00 | $15.00 | $15.00 | $27.50 | $27.50 | $27.50 |
| 6 hour shift | $20.00 | $20.00 | $20.00 | $40.00 | $40.00 | $40.00 |
| 8 hour shift | $25.00 | $25.00 | $25.00 | $52.50 | $52.50 | $52.50 |
| 10 hour shift | $30.00 | $30.00 | $30.00 | $65.00 | $65.00 | $65.00 |
| 12 hour shift | $35.00 | $35.00 | $35.00 | $77.50 | $77.50 | $77.50 |

In the event that the Employer creates weekend shifts of greater than twelve hours, the Employer will provide the Union with notice and an opportunity to bargain over the amount of the unscheduled weekend bonus for such shifts.

This section only applies to actual hours worked during the 48 hour period defined by each department's staffing guidelines. Such 48 hour period must fall between the hours of 3pm Friday and 7am Monday. This section does not apply to employees who work "back to back" weekends as a result of a voluntary trade in hours with another employee or a voluntary pickup of weekend hours from a co-worker. In addition, this bonus will not be paid to employees who trade weekday shifts for weekend shifts. This section does not apply to casual employees or employees scheduled to be "on-call" for the designated weekend.

**SECTION 9.7 Additional Bonus Programs:**
If the employer implements other bonus programs, they will inform the union prior to implementation. The union may request a meet and confer with management to discuss, if needed.

**SECTION 9.8 Work Out of Class:**
An employee temporarily assigned to a higher classification shall be compensated at the rate of pay for that classification. An employee temporarily assigned by the Employer to work in a lower-paying classification shall be compensated at their current base rate of pay in their primary classification.

**SECTION 9.9 Charge Pay:**
A nurse will be considered, for the purposes of this Section, a "Charge Nurse" if s/he is put in charge the Nursing Home without the direct supervision of a Registered Nurse assigned to the Nursing Home. Such nurse will be paid a charge differential of $2.00 per hour for actual hours during which s/he is designated and assigned to work as a Charge Nurse.

**SECTION 9.10 Trained Medication Aide (TMA)Pay:**
Any Nursing Assistant (NAR) working in the position of a TMA shall be paid $1.00 per hour in addition to their regular NAR hourly rate.

**SECTION 9.11 Field Training Officer/Preceptor Pay:**
An employee designated and assigned by the Employer to serve as a Field Training Officer or Preceptor in a formal program established by the Employer shall be paid an additional $1.00 per hour for all hours worked as a Field Training Officer/Preceptor.

**SECTION 9.12 Lead Pay:**
An employee designated and assigned by the Employer to serve as a Lead in a formal program established by the Employer shall be paid an additional $1.00 per hour for all hours worked as a Lead.

**SECTION 9.13 Call Pay/ Reporting Pay:**
On-call hours and reporting pay cannot overlap.

9.13.1 Call Pay:
An employee who is scheduled on-call shall be paid at the rate shown in the chart below for each hour spent on-call.

| Administrative Services | Operational Services | Patient Support Services | Specialty Care 1 | Specialty Care 2 | Advanced Specialty Care |
|---|---|---|---|---|---|
| $3.50 | $4.00 | $3.50 | $5.25 | $5.25 | $5.25 |

Notwithstanding the table above, the on-call rate for the OR Tech job classification shall be $5.85 for each hour spent on-call.

9.13.2 Reporting Pay:
In the event an on-call employee is called into work, their rate of pay shall switch to their regular wage for hours worked or minimum reporting pay, whichever is greater.

| | Administrative Services | Operational Services | Patient Support Services | Specialty Care 1 | Specialty Care 2 | Advanced Specialty Care |
|---|---|---|---|---|---|---|
| Minimum Reporting Pay | 2 hours reporting pay; unless "cancelled case" in which only 1 hour | 2 hours reporting pay; unless "cancelled case" in which only 1 hour | 2 hours reporting pay; unless "cancelled case" in which only 1 hour | 2 hours reporting pay; unless "cancelled case" in which only 1 hour | 4 hours reporting pay; unless "cancelled case" in which only 1 hour | 4 hours reporting pay; unless "cancelled case" in which only 1 hour |

Only the Employer or designee shall be authorized to summon an on-call employee back to work. When an on-call employee is called in to work, upon reporting to work or, in the case of EMTs and Paramedics, upon being en route on a run, the employee will be given the opportunity to work the number of hours shown in the chart above ("Reporting Pay Hours") at his or her applicable hourly, subject to Cancelled Case. Only the employer, or designee, shall be authorized to release an on-call employee to return to on-call status. In the event of a Cancelled Case an employee will receive only one hour of Cancelled Case Reporting Pay as shown above. Call pay rate resumes when Reporting Pay ends, for the rest of the scheduled on-call shift.

A "Cancelled Case" is a case or run or other reason for which an employee is summoned by the Employer to report for duty, and as to which the employee is subsequently informed – before coming into contact with a patient (or, in the case of employees whose jobs do not involve patient contact, before actually beginning to perform the work for which the call to duty was made) – that the call to duty for that employee is cancelled. An employee who is assigned a pager and who is scheduled on-call shall be subject to notification of cancellation of a case via pager.

**SECTION 9.14 Emergency Medical Services (EMS) Uniform:**
The Employer will provide uniforms for EMS staff. The EMS uniform is defined in Appendix C. In addition each EMS Department employee will receive an annual $100 stipend in the form of a credit to be used for optional approved uniform items. Effective July 1, 2018, the annual stipend shall be $125. The annual stipend cannot be cashed in nor carried over.

## ARTICLE 10. HOLIDAY PAY/LONGEVITY BENEFIT

**SECTION 10.1 Holidays:**
The following holidays are recognized for the purpose of the Holiday benefits:

| | |
|---|---|
| New Year's Day | Easter Sunday |
| Memorial Day | July 4th |
| Labor Day | Thanksgiving |
| Christmas Day | |

Floating (Full Time Employees only see section 10.9)

**SECTION 10.2 Holiday Pay Benefit for Holidays Not Worked:**

10.2.1 Full-time employees:
A full-time employee who does not work the Holiday shall be paid their regular hours for that day at the employee's base wage rate. The employee will also be scheduled for the equivalent hours of unpaid time off from his/her normal schedule within the pay period before the holiday, the pay period of the holiday, or the pay period following the holiday. Hours of holiday pay for a full-time employee who did not work the holiday do count towards reaching the full-time

employee's next step increase (Section 9.3), and they do count towards vacation accrual. Hours of holiday pay for a full-time employee who did not work the holiday do not count as hours worked for purposes of overtime.

10.2.2 Part-time employees:
Part-time employees are not entitled to receive Holiday Pay if the Holiday is not worked.

**SECTION 10.3 Holiday Pay Benefit for Holiday Worked:**
An employee who works the Holiday shall be paid two (2) times his/her base rate of pay for the shift worked on that Holiday.

A full-time Employee may elect to be paid at their base rate of pay for the shift worked on that Holiday, and take a different day off with pay within the pay period before the holiday, the pay period of the holiday, or the pay period following the holiday.

**SECTION 10.4 Religious Holiday:**
An employee may substitute a Holiday for any day on which the employee practices a bona fide religious observance. A minimum two (2) week advance notice to the Employer is required and shall not be unreasonably denied.

**SECTION 10.5 Additional Benefit for Hours Worked on December 24:**
An employee shall be paid at three times his/her base wage rate for hours worked when the majority of hours fall on the Second Shift on December 24. ("Second Shift" is defined as 2:00 p.m. to 10:00 p.m. for the Nursing Home and 3:00 p.m. to 11:00 p.m. for the Hospital). If an employee qualifies for Second Shift Differential, such employee shall also qualify for this additional benefit.

**SECTION 10.6 Additional Benefit for Hours Worked on December 31:**
An employee shall be paid at two times his/her base wage rate for hours worked when the majority of hours fall on the Second Shift on December 31. ("Second Shift" is defined as 2:00 p.m. to 10:00 p.m. for the Nursing Home and 3:00 p.m. to 11:00 p.m. for the Hospital). If an employee qualifies for Second Shift Differential, such employee shall also qualify for this additional benefit.

**SECTION 10.7 Payment of Benefit:**
An Employee shall not be required to leave work prior to the end of their scheduled shift to avoid payment of benefits under this Article. In the event there is not a sufficient amount of work for the scheduled staff, the regular call-off procedures will be utilized.

**SECTION 10.8 Longevity Benefit:**

10.8.1 Defined:
A Longevity Benefit is equivalent to one regularly scheduled day off paid at the same rate of pay as applicable to Article 11 section 6.

10.8.2 Eligibility:

10.8.2.1 Continuous Service of 10-29 years

An employee with an assigned FTE status of 0.3 or greater who has completed ten (10) or more but fewer than thirty (30) years of continuous service within the Bargaining Unit will be eligible to take and be paid for one (1) Longevity Benefit each year.

10.8.2.2 Continuous Service of 30+ years

An employee with a current FTE status of 0.5 or greater who has completed thirty (30) or more years of continuous service within the Bargaining Unit will be eligible to take two (2) Longevity Benefits each year.

10.8.3 Conditions of Use:

An employee first earns and becomes eligible to use their Longevity Benefit upon completion of ten years of service with the Employer. The Longevity Benefit earned must be taken during the calendar year in which the employee becomes eligible to use such benefit. Following the calendar year in which an employee first becomes eligible for the Longevity Benefit, the employee will become eligible to take the annual Longevity Benefit at the start of each successive calendar year during which he/she remains employed.

10.8.4 Supervisor Approval:

Longevity Benefit time off requests must be submitted to the supervisor for approval and shall not be unreasonably denied.

10.8.5 Cash in Carry Over:

The annual Longevity Benefit may neither be cashed in nor carried over into a subsequent calendar year

**SECTION 10.9 Floating Holiday:**

10.9.1 Eligibility

A full time Employee earns one (1) Floating Holiday per calendar year. The employee is eligible to take a Floating Holiday of their choice and it must be used in the same calendar year earned.

10.9.2 Supervisory Approval

Floating Holiday time off requests must be submitted to the supervisor for approval and shall not be unreasonably denied.

10.9.3 Cash in Carry Over:

The Floating Holiday may neither be cashed in nor carried over into a subsequent calendar year.

## ARTICLE 11. VACATION

**SECTION 11.1 Paid Vacation Time Off:**
Employees will earn paid vacation time off based on regular hours worked (pro-rated for part-time employees) according to the following schedule:

| Years of Continuous Service | Hours of Vacation |
|---|---|
| 0 – 4 yrs | 96 hrs (12 days) |
| 5 – 9 yrs | 136 hrs (17 days) |
| 10 – 19 yrs | 176 hrs (22 days) |
| + 20 yrs | 216 hrs (27 days) |

**SECTION 11.2 Eligibility:**
Earned Vacation is available for use after one-hundred eighty (180) days of employment. If the employee chooses to use vacation prior to one year of service, it is with the understanding that they are using their next year's vacation hours. Available vacation benefits will be used for any absence from scheduled work time not covered by other paid benefits. Each employee is responsible for planning their paid time off so that they have vacation benefits available when they need it. Appropriate forms must be submitted to an employee's department manager for payment of time off benefits. If the form is not submitted correctly, management reserves the right to return it to the employee for correction.

A part time employee who is not regularly scheduled may elect to utilize accrued vacation not to exceed twelve (12) hours per pay period.

**SECTION 11.3 Time Off Without Pay:**
Except as otherwise required by law, an employee will be granted time off without pay for up to 36 hours if:

1. They have found a suitable replacement, and
2. No overtime is incurred by the replacement in the pay period, and
3. They have turned in a request, and
4. They have received supervisory approval.

Those positions without a qualified backup will work with their supervisor for unpaid time off. Unpaid leave may affect your FTE status for benefits.

**SECTION 11.4 Cash-in/Carry-over:**
Vacation hours remaining at the end of an employee's anniversary year shall be cashed in or carried over to be used the next year. The number of vacation hours that are eligible for cash-in or carry-over is based on the number of hours earned according to the following schedule:

| Years of Continuous Service | Cash-in/ Carry-over |
|---|---|
| 0-4 | Equivalent of one shift |
| 5-9 | 24 hours |
| 10-19 | 40 hours |
| 20+ | 48 hours |

11.4.1 Employee's Anniversary Year

In order to cash-in unused vacation hours, an employee must contact Human Resources prior to the employee's anniversary date. Any vacation remaining at the employee's anniversary date that has not been cashed in will be carried over in accordance with the table above. The employee's recorded vacation hours and anniversary date will be on their paychecks. Upon separation from employment for a reason other than just cause, provided the employee has given Proper Notice (See Article 20) the employee shall be paid the unused accrued vacation hours the employee is eligible to take as of the separation date.

11.4.2 Reduction of a 0.4 FTE or Greater

A bargaining unit employee whose official FTE status reduces by at least 0.4 FTE with completed and approved Employee Action Form, but who continues to be employed by the Employer, shall receive payment for a pro-rated portion of the balance of the employee's accrued unused vacation as of the date of the FTE reduction. The pro-rated portion to be paid out shall be that percentage of the reduction in the employee's FTE status. This payment shall be made in accordance with the usual payroll practices of the Employer. Payout shall not affect continued accrual of vacation.

In the event that this is an involuntary reduction of 0.4 FTE or greater the employee shall have the option of a one (1) time payout of accrued unused vacation as of the date of the FTE reduction and at that time only.

**SECTION 11.5 Scheduling/Bidding:**
Vacation bidding shall be subject to the process set forth in Appendix B to this contract. Modifications to Appendix B may occur per the recommendation of the Labor-Management Committee. In determining schedules, the wishes of the employees will be respected as to the time of taking vacation, insofar as the needs of the Employer will permit. .Employees may submit requests after the vacation bidding period, and such requests will be granted upon a first-come, first-serve basis.

**SECTION 11.6 Shift Differential While on Vacation:**
Shift differential applies to scheduled paid vacation leave, and only as follows:

11.6.1 Block Schedule:
For employees who work a block schedule, vacation time shall be paid with a shift differential for shifts that would have been paid a shift differential. Vacation time that does not fall on shifts for which shift differential is paid shall not be paid shift differential.

11.6.2 Variable Schedule:
For employees who normally work the majority of their hours on shifts where a shift differential applies, vacation time shall be paid with a shift differential on a pro-rated basis. This shall be determined according to the best approximation of the department supervisor as to the percentage of time the employee normally works that is subject to shift differential.

## ARTICLE 12. SICK TIME

**SECTION 12.1 Eligibility:**
Sick time may be used for personal or dependent child disability/illness after six (6) months of employment. Effective on an employee's first anniversary date, the employee will earn up to a maximum of forty-eight (48) hours of sick time per anniversary year based on his or her FTE status (pro-rated for part-time employees). A new employee, after six (6) months of initial employment, will earn up to twenty-four (24) hours of sick time per anniversary year based on his or her FTE status. Sick days may be used when an employee is not eligible for Extended Ill Time (EIT) in Article 13.

**SECTION 12.2 Conversion:**
Effective on the employee's anniversary date, all unused sick hours will be converted to vacation hours.

## ARTICLE 13. EXTENDED ILL TIME

**SECTION 13.1 Benefit:**
Extended Ill Time (EIT) benefits may be used for an extended disability/illness of the employee, or dependent child, after ninety (90) days of employment. A physician's verification of disability/illness may be required to receive EIT benefits.

**SECTION 13.2 Accrual:**
Employees earn EIT based on regular hours worked (pro-rated for part-time employees) up to 72 hours (9 days) per year with a maximum accrual of 520 hours (65 days).

**SECTION 13.3 Eligibility:**
Employees are eligible to use EIT benefits after missing three (3) consecutive shifts due to disability/illness. For a qualifying disability/illness, all subsequent shifts come out of the EIT bank.

## ARTICLE 14. EMPLOYER-SPONSORED PROGRAMS

**SECTION 14.1 Group Health:**
Bargaining Unit employees who work an average of 24 hours per week (.6 FTE) shall be eligible to participate in group health and dental benefit plans sponsored by the Employer on the same terms and to the same extent that the Employer's non-contract employees are eligible to participate in such benefit plans. Eligibility shall begin on the first day of the month that occurs at least thirty (30) days following date of hire. The Employer may, at its discretion and within reason, change plans, plan providers, and employee contribution levels; *provided that* the group health and dental benefit plans shall not materially differ from those applicable to the Employer's non-contract employees; *and provided, further,* that during the term of this Agreement the Employer shall not reduce the contribution to premium that it makes to such group health and dental benefits for each employee.

**SECTION 14.2 Additional Insurance:**
The following group insurance programs shall cover employees covered by this Agreement who work an average of thirty (30) hours per week. Coverage shall begin on the first day of the month that occurs at least thirty (30) days following date of hire.

| | | | |
|---|---|---|---|
| 14.2.1 | Life Insurance/AD&D: | $40,000 (.75 - .9 FTE)<br>$50,000 (1.0 FTE) | Employer pays premium |
| 14.2.2 | Long Term Disability: | 60% of earnings to a max of $7,000 after sixty (60) days of disability | Employer pays premium |

**SECTION 14.3** [*Reserved for future use.*]

**SECTION 14.4** [*Reserved for future use.*]

**SECTION 14.5 Meet & Confer:**
The Employer and the Union shall meet and confer on:

i) the Employer's Request for Proposal to health plan providers, before such RFP is released; and

ii) the Bid(s) received by the Employer in response to such RFP, before the Employer selects a bid.

**SECTION 14.6 Retirement Program:**
The Employer will provide to eligible employees the opportunity to participate in a retirement program. The benefits and terms of the program, as well as the eligibility for participation, will be determined by the relevant Plan document(s) for the applicable Plan(s).

## ARTICLE 15. LEAVES OF ABSENCE

**SECTION 15.1 Leave of Absence Requests:**
A Request for Leave of Absence form may be obtained from your Director or the Human Resources Department.

**SECTION 15.2 Bereavement Leave:**
Employees who wish to take time off due to the death of an immediate family member should notify their supervisor immediately. Employees shall be entitled to a leave of absence without loss of pay for **three (3) days** in the event of the death of the employee's parent, marital or non-marital domestic spouse, sibling, child and step-child.

Employees shall be entitled to a leave of absence without loss of pay for **two (2) days** in the event of the death of the employee's grandparent, grandchild, parent-in-law, or a person for whom the employee is a legal guardian.

Employees shall be entitled to a leave of absence without loss of pay for **one (1) day** in the event of the death of a sibling-in-law, son/daughter-in-law, niece/nephew, aunt/uncle.

Such leave must be used within a reasonable period of time of the decedent's death. Absent extenuating circumstances, such reasonable period of time shall be within seven (7) days of the death.

Bereavement Leave pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation such as shift differentials. Bereavement leave shall not be unreasonably denied. Payment of Bereavement leave may be conditioned upon the employee submitting to the Employer proof of the death and the employee's relationship to the deceased. Employees may, with their supervisor's approval, use any available paid leave for additional time off as necessary. Employees may also request unpaid leaves of absence for death of parent, marital or non-marital domestic spouse, sibling, child or grandchild for up to 14 days.

Employees may request vacation and/or unpaid time off for Bereavement of those relationships not mentioned above, and such requests shall not be unreasonably denied.

**SECTION 15.3 Jury Duty/Court Appearance:**
Employees summoned to serve on a jury will be granted jury duty leave and paid at the employee's regular rate of pay for the duration of the summons. Employees notified of jury duty must notify their department manager promptly upon receiving notice of jury duty and provide a copy of such summons. If an employee serving on jury duty is released early from jury duty the employee should contact his or her supervisor and refer to staffing guidelines for process to return to work. Employees subpoenaed as a witness in an official capacity or for CCH-Monticello related business will receive their normal compensation, less any fees exclusive of expenses, unless the action is instituted by the employee. Any voluntary absence to testify in litigation, not in the status of an employee, shall not qualify for any compensation and the employee shall arrange for a leave, with or without pay. Any party to a lawsuit, not connected to

CCH – Monticello duties shall not qualify for compensation and the employee shall arrange for a leave, with or without pay.

**SECTION 15.4 School Activities Leave:**
Employees with school age children are eligible for up to sixteen (16) hours of unpaid leave during the school year to attend school conferences or activities, provided they cannot be scheduled during non-work hours. The employee must provide the Employer with reasonable advance notice of the leave and make a reasonable effort to schedule the leave so as not to unduly disrupt the Employer's operations.

**SECTION 15.5 Bone Marrow/Organ Donation Leave:**
Employees who average at least twenty (20) or more hours per week shall be granted paid leaves of absence to undergo a medical procedure to donate bone marrow and/or organ(s). The combined length of the leaves may not exceed forty (40) work hours. The employee must provide verification by a physician of the purpose and length of each leave requested by the employee to donate bone marrow and/or organ(s).

**SECTION 15.6 Family Medical Leave Act:**
Eligible employees will be entitled to leave of absence in accordance with the Family and Medical Leave Act (FMLA). The Employer's FMLA policy is found in the Employee Handbook and is governed by the Department of Labor. Questions concerning employee entitlements and obligations under the FMLA should be directed to Human Resources and/or the Department of Labor.

**SECTION 15.7 Other Unpaid Family and Medical Leave:**
In certain circumstances where the FMLA or other law does not apply, an unpaid family and medical leave of absence shall be considered as follows.

An employee who has 12 months or more of continuous service with the Employer and whose current FTE status of .4 or greater, will be granted unpaid family and medical leave for a period not to exceed six (6) weeks for any reason that would otherwise qualify for leave under Section 15.6.

The Employer shall not be required to provide insurance premium contributions for an employee on unpaid family and medical leave pursuant to this Section. An employee on leave under this section may return from the leave to their previous position in their classification. If the previous position no longer exists, the Employer shall use its best efforts to place the employee in a comparable position, but shall not be required to create such a position or to remove an employee from such position in order to create a vacancy for the employee who has been on unpaid family and medical leave pursuant to this Section. Additional leave time may be granted at the sole discretion of the Employer pursuant to 15.8.

**SECTION 15.8 Discretionary Leave**
Unpaid Discretionary Leave is available as outlined in the Employee Handbook. Such leave shall not be granted if the Employer determines in its discretion that granting the requested Discretionary Leave would cause the Employer to experience an undue hardship.

**SECTION 15.9 Military Leave:**
Employees will be entitled to take leaves for military purposes in accordance with state and federal law.

**SECTION 15.10 Union Leave:**
The Employer agrees to allow Stewards of the Bargaining Unit reasonable time off and leaves of absence, with two (2) weeks prior written notice to the Human Resources Director for approval and without pay, for the purpose of conducting offsite Union business when such time will not unduly interfere with the operations of the department.

## ARTICLE 16. TRAINING AND EDUCATION

**SECTION 16.1 Paid Training:**
Employees will be paid for actual hours of attendance (minimum of one hour of pay) at required classes and departmental meetings. Attendance at required classes will be documented in an employee's personnel file. Time spent attending required in-services will be considered time worked.

**SECTION 16.2 Certification/Licensure:**
It is the employee's responsibility to maintain licensure or certification and/or registration which may be required for basic job retention.

**SECTION 16.3 Discretionary Education Reimbursement:**
The Employer shall reimburse all employees in the amount of seventy-five percent (75%) of tuition, required fees and books per twelve (12) month rolling year for educational development according to the following schedule and guidelines:

| FTE | Maximum Allowed |
|---|---|
| 1.0 - .5 | $ 2,500 |
| .49-.4 | $ 2,000 |
| .39-.3 | $ 1,500 |
| .29-.2 | $ 1,000 |

- The employee must apply at least two (2) weeks in advance in writing, specifying the course or class the employee wishes to attend to their supervisor.
- Such education must be health care related and approved by management.
- Payment shall be made upon satisfactory completion (C grade or above if applicable) of the approved educational unit. Proof of completion and verification of payment is required.
- An employee must have completed 1040 actual hours worked, or one year, whichever is shorter, before the employee is eligible for such reimbursement and must remain an employee of the Employer for a period of six (6) months after the

completion of the education. Provided, nevertheless, that employees shall repay the Employer reimbursement they have been paid hereunder to the extent that they do not continue to, or make themselves available to return to, work at the Employer for at least six (6) months after the completion of the educational unit. Any amount due the Employer under this Section may be deducted from the employee's final paycheck.

- Employees must be free of any written reprimands for a period of six (6) months to be eligible for this program.

## ARTICLE 17. VACANCIES, TRANSFERS, POSTINGS, LAYOFF AND RECALL

**SECTION 17.1 Vacancies:**
Vacancies will be filled at the discretion of the Employer with the most qualified individual for the job. All job openings will be posted internally and on the Intranet for a period of at least five (5) days to enable qualified personnel an opportunity to apply. An internal application shall be completed and returned to the Employer within the time frame posted.

Vacancies of a 0.3 FTE or less may first be posted internally in the affected department.

**SECTION 17.2 Internal Transfers:**
An employee will not be eligible for transfer until they have completed their initial probationary period within the department, unless the employer and employee mutually agree otherwise.

An employee generally will not be eligible for transfer if they have written discipline in their personnel file that has occurred within the six (6) months prior to the posting date.

**SECTION 17.3 Trial Period Upon Promotion/Transfer:**
Regular employees promoted to a higher classification or transferred to a different classification within the Bargaining Unit shall serve a trial period of 1040 actual hours worked or one year, whichever is shorter. The employer shall conduct a performance review within 90 days of the trial period following such transfer. As part of this review the Employer shall indicate to the employee on the written performance review form whether it is likely or unlikely that the employee will successfully pass probation in the new position.

Following receipt by the employee of such indication from the Employer, the employee shall have 24 hours to decide whether to remain in the new classification or be reinstated to his or her previous classification. Until the expiration of the 24 hour period following the employee's receipt of the indication described above, the employee shall have the right to be reinstated to his or her previous classification at the FTE status the employee left the classification with, and the employee's seniority shall remain fully intact in that classification. This right to reinstatement does not include any right to return to a particular schedule or to bump into a schedule.

After the expiration of the 24 hour period following the performance review, the employee may elect to return to his or her previous classification at any time until the end of the trial period for the new classification; provided, however, that: i) such return may only be made to open hours

in that classification, if any; ii) the employee does not have the right to return to his or her previous FTE status; iii) the employee shall retain his or her classification seniority; and iv) the employee shall not have any right to return to a particular schedule or to bump into a schedule. After the expiration of the 24 hour period following the performance review, if no hours are open in the employee's previous classification and either i) the employee elects not to remain in the new classification; or ii) the employee fails to pass probation in the new classification, then the employee shall lose all classification seniority, shall retain his/her CCH-M seniority, shall be subject to lay-off and shall lose all bumping rights.

**SECTION 17.4 Job Posting Exclusions:**
Certain positions need not be posted according to the above policy. Positons that do not need to be posted include:

- Positions in a job classification for which employees have recall rights because they were placed on layoff status or because they bumped into a lower FTE status in accordance with the terms of this Agreement. In such case, the available position(s) will be offered by order of seniority to the employee(s) with recall rights in that job classification.

- Positions made available through a rebid, which shall be filled in accordance with the applicable provisions of this Agreement.

- Positions in a combined job classification that are made available through a rebid. (*See* Section 2.4.) If the combined job classification requires minimum qualifications that are not, as of the date of the rebid, met by employees in the existing classifications that are to be combined, the Employer will provide the Union with notice and an opportunity to bargain regarding how much time will be afforded to meet the required minimum qualifications.

- Positions filled by a CCH-M employee who is accommodated due to a disability or a court imposed order provided the employee meets the minimum qualifications.

**SECTION 17.5 Reduction of Hours/Layoff:**
Whenever it becomes necessary to reduce the work force due to lack of work, lack of funds or for other causes, the Employer shall identify the department and classification in which reduction of hours or layoffs may occur.

Reduction of hours and layoffs will occur by inverse seniority within the identified department and classification. The Employer will give the Union written notice of any reduction of hours or layoff which is expected to last more than thirty (30) days. The Employer and the Union will meet and confer regarding the reduction of hours or layoff plan before giving notice to the affected employee(s).

No reduction of hours or layoff will affect Bargaining Unit employees, probationary or otherwise, unless all non-bargaining unit employees in the affected classification(s) have been removed from that schedule.

**SECTION 17.6 Notice to Employee(s):**
Upon completion of the meet and confer process specified in 17.5, the Employer shall provide potentially affected employee(s) with a written notice of reduction of hours or layoff, at least fourteen (14) days prior to the effective date.

**SECTION 17.7 Restoration of Reduced Hours:**
Employees who have had their hours reduced under this Article will be eligible for restoration of those hours to the extent practicable in the inverse order in which reductions were made, in the event the Employer approves such restoration.

**SECTION 17.8 Bumping Rights:**

17.8.1 Reduction of Hours
Bumping rights do not apply.

17.8.2 Layoff
Upon notice of layoff, the affected employee may accept the layoff or exercise one of the following rights, if applicable, in the following order:

Option 1: Bump the employee with the least seniority in their same job classification within their "area." For purposes of this Section 17.8.2, the "areas" are the Nursing Home, the Hospital, and the Clinic. If the FTE for the position that had been held by the bumped employee is less than the bumping employee's current FTE, the bumping employee's name shall be placed on the recall list for that particular job classification, and the bumping employee shall have recall rights to a position in the same job classification for a period not to exceed one (1) year in accordance with the terms of Sections 17.9 and 17.10.

Option 2: If and only if Option 1 is not available, then the affected employee may bump the employee with the least seniority in their same job classification elsewhere within the bargaining unit (all other areas). If the FTE for the position that had been held by the bumped employee is less than the bumping employee's current FTE, the bumping employee's name shall be placed on the recall list for that particular job classification, and the bumping employee shall have recall rights to a position in the same job classification for a period not to exceed one (1) year in accordance with the terms of Sections 17.9 and 17.10.

Option 3: If and only if Option 1 is not available, then this Option 3 is available to the affected employee. The Employer shall provide the employee with a list of open and available bargaining unit positions at the time that this step occurs. The employee may elect an open position for which the employee is qualified to perform the duties of

the position, with or without minimal training and orientation not to exceed a maximum of 80 (eighty) hours. If multiple affected employees who reach this step elect the same position and are qualified (as defined in the previous sentence), the Employer will fill the open position at the discretion of the Employer with the most qualified affected, relevant employee for the position. Notwithstanding any other provision of this Agreement that might be read otherwise, an employee who exercises this Option 3 shall not have the right to return to a position in the affected job classification from which they are departing. An employee who has exercised this Option 3 may submit an application for a posted position in their previous job classification.

Option 4: A CentraCare recruiter will meet with the employee to discuss possible employment opportunities within the system outside of the bargaining unit.

An employee who does not obtain a different position through the above sequence will be placed on layoff status. An employee may elect layoff status instead of exercising any bumping right and/or accepting a different position (inside or outside the bargaining unit).

**SECTION 17.9 Recall List:**
An employee placed on layoff status will be added to a recall list and will be eligible for recall for a period not to exceed one (1) year. Recall offers shall be made in the order of job classification seniority amongst the employees who have recall rights and are listed on the recall list for that particular job classification.

**SECTION 17.10 Recall:**

17.10.1 An employee shall only be eligible for recall to a position in the same job classification from which the employee was laid-off.

17.10.2 It is the employee's responsibility to keep the Employer current of any and all contact information (including postal address and e-mail address and personal telephone numbers (home land line and cellular phone)) during the one-year period of having recall rights. The Employer will attempt to contact the employee by U.S. mail and e-mail if the employee has recall rights to a particular open position in the job classification from which the employee was laid-off. The Employer will promptly send courtesy copies of such communications to the Union. The Employer may contact the employee at their telephone number(s) in order to ensure and/or verify that the employee is receiving the written notification.

17.10.3 The Employer is not responsible for recalling an employee as otherwise required by this Section 17.10 if the employee is not reached after two attempts

to contact the employee by U.S. mail and e-mail, using the postal address and e-mail address furnished by the employee. If the employee is not reached through these two attempts, or the employee does not give an answer by close of business the next business day after being reached, the employee's recall rights shall terminate, and the employee's name shall be removed from the recall list. It is understood and agreed that no less than five (5) business days will pass from when the Employer mails/e-mails the second notice to the employee until the employee's removal from the recall list as the result of failing to respond or give an answer. The Employer shall not mail/e-mail the second notice on the same day as the first.

17.10.4 If the employee is offered recall to a position at or above the employee's FTE status at the time of the employee's layoff and declines the offer, the employee's recall rights shall terminate, and the employee's name shall be removed from the recall list. If the employee is offered recall to a position below the employee's FTE status at the time of the employee's layoff, the employee may decline the position and remain on the recall list. Such election shall not extend or otherwise affect the date on which the employee's recall rights are set to expire (*i.e.*, the date on which that employee's name is scheduled to be removed from the recall list the upon the completion of one year from the date of layoff).

17.10.5 An employee who accepts recall has thereby exercised their recall rights, and that employee's name shall be removed from the recall list.

17.10.6 An employee currently on layoff (for less than one year) may apply for an open position in another job classification covered by this Agreement, in which case the terms of Section 17.1 shall apply. At the time of layoff, Human Resources shall advise the employee how to locate and apply-for open positions in other bargaining unit job classifications while the employee is on layoff status. An employee who accepts an open CentraCare position (whether inside or outside the bargaining unit) shall no longer have recall rights, and the employee's name shall be removed from the recall list.

17.10.7 Except for Section 17.10.3, all other provisions in Section 17.10 shall apply to an employee who obtains a lower FTE position through exercising the employee's bumping rights pursuant to Section 17.8.2 (Option 1 or Option 2), even though such an employee has not been placed on layoff status. In such instances, the recall rights only apply to a position in the job classification held by the employee, and the references to the time of the layoff shall be interpreted to mean the effective date on which the employee began working in the lower-FTE position. With regard to Section 17.10.3, so long as the employee is on active status, the employee is required to give an answer by close of business the next business day or else forfeit recall rights and be removed from the recall list.

**SECTION 17.11**
Prior to implementing an action that falls within the description below, the Employer shall offer the Union the opportunity to discuss the matter, ask questions, provide feedback, and offer alternative suggestions.

If the Employer decides to have non-bargaining unit personnel replace a bargaining unit position that has been reduced or eliminated, the following conditions must be met:

(1) Such action is not arbitrary and is supported by rational business considerations; and

(2) The work that had been performed by the bargaining unit member(s) whose positions had been reduced or eliminated is not routinely performed on CentraCare Health–Monticello premises (physical property), either by CentraCare staff outside this bargaining unit or by an outside vendor hired by the Employer to perform that work on the premises.

Any dispute over such action is subject to the grievance procedure set forth in Article 19, including grievance arbitration. Moreover, the Employer shall bargain with the Union over the effects of such action on affected members of the bargaining unit.

If the action involves the reassignment of patient care duties amongst the Employer's staff, such action does not fall within this section and shall not be deemed a violation of this section.

Nothing in this section shall be interpreted to restrict or impair the Employer's right to determine what services it will provide or what employer provides which services on CentraCare Health–Monticello premises. If the action involves the discontinuation of a service provided by the Employer – with or without that service being performed by a different employer on the premises – such action does not fall within this section and shall not be deemed a violation of this section.

## ARTICLE 18. DISCIPLINE AND TERMINATION OF EMPLOYMENT

**SECTION 18.1 Purpose:**
The Employer recognizes that prompt, appropriate and consistent administration of the Corrective Action process is generally the most effective. The Employer will strive to provide appropriate and consistent administration of the Corrective Action process. The circumstances surrounding the reason for corrective action will be reviewed on a case-by-case basis to determine the appropriate action, if any.

**SECTION 18.2 Just Cause:**
After completion of the initial probationary period, employees shall be subject to corrective action for just cause only. The Employer shall have the right to impose the Corrective Action process, for just cause, in a manner that is proportionate to the conduct or performance deficiency and that affords reasonable consideration to the employee's prior record.

**SECTION 18.3 Corrective Action:**
The Corrective Action process is intended to be corrective; not punitive. The Employer will use the Corrective Action process to address issues with an employee's conduct or performance. The process is intended to ensure employees understand the Employer's expectations, standards, and rules, and are aware of the consequences of unimproved conduct or performance. The Corrective Action process will normally include the following:

1. Oral Warning
2. Written Warning
3. Suspension
4. Termination

These Corrective Action steps are ordinarily taken in progressive order, but they may, at the Employer's discretion, be taken in any order, and may be repeated, depending upon the conduct or performance at issue.

**SECTION 18.4 Meetings with Employer:**
Corrective Action and Investigatory meetings between the Employer and Employee shall be conducted in private. When possible, the Employee will be given information, in advance, about the reason for any meeting with the Employer.

18.4.1 Employee Responsibility:
If an Employee reasonably believes a meeting with the Employer may lead to corrective action, the Employer must, upon request, allow the Employee a reasonable amount of time to secure representation of their choice.

18.4.2 Employer Responsibility:
If the Employer reasonably believes such meeting may lead to corrective action the Employer shall inform the Employee of their responsibility to timely secure representation if so desired. Upon request, the Employer shall allow the Employee a reasonable amount of time to secure representation of their choice.

**SECTION 18.5 Personnel Record:**
Documentation of the Corrective Action process, greater than an oral warning will become a part of the Employee's personnel record. The Employer will provide a copy of such documentation to the affected Employee, along with a copy to the Exclusive Representative, at the time of implementation. Documentation shall be read and acknowledged by signature of the Employee at the time imposed. Such signature constitutes receipt and does not necessarily constitute agreement. Corrective Action shall be subject to the grievance procedure. Oral warnings will not be subject to the Grievance Procedure beyond Step 2.

**SECTION 18.6 Termination:**

18.6.1 Just Cause for Termination:
The Employer will not terminate any Bargaining Unit Employee without just cause. Infraction of rule(s) directly resulting in egregious harm to another while on duty may be considered just cause for discharge.

18.6.2 Notice of Intention to Terminate:
When the Employer intends to terminate an Employee who has completed their probationary period, the Employer will issue the Employee a written notice of the intention to terminate, with a copy of the Union. Within 48 hours of receiving the notice, the affected employee may request an opportunity to hear an explanation of the termination intent and to present his/her position. The Employee may request Union representation at the meeting. The Employee may be removed from work without pay but shall remain employed during the time between the written notice and the expiration of the 48 hour period or conclusion of the meeting, if requested. Notwithstanding the normal procedure set forth in this Section, this provision shall not be interpreted or applied to prevent the Employer from immediately terminating an employee where such action is required by law and/or supported by extenuating circumstances.

## ARTICLE 19. GRIEVANCES

**SECTION 19.1 Definition of Grievance:**
A Grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement. No grievance shall be processed unless the Grievance identifies an action or omission that allegedly violates this Agreement.

**SECTION 19.2 Grievance Procedure:**

19.2.1 Informal Efforts:
Union and Employer acknowledge and encourage informal efforts to resolve disputes within twenty-one (21) calendar days after the occurrence of the event giving rise to the dispute.

19.2.2 Formal Process:
A dispute or disagreement not resolved through informal efforts between Employer and Employee will be subject to the formal grievance procedure as outlined below. The Union may file Grievances on behalf of individual employees or groups of employees. Any such Grievance shall be subject to all of the provisions of this Article, including the time limitations contained therein. The Union will forward a copy of any grievances filed under this section with an officer of the Bargaining Unit at the same time that it is filed with the appropriate management representative.

Step 1. Supervisor – Within twenty- one (21) calendar days after the occurrence of the event giving rise to the grievance, a signed, written statement of the grievance will be presented to the aggrieved employee's supervisor. The supervisor will provide a written answer within fourteen (14) calendar days after such presentation. If the grievance is not settled in Step 1, the grievance may be appealed to Step 2.

Step 2. Human Resources – Grievances appealed to Step 2 will be referred in writing to the Director of Human Resources within fourteen (14) calendar days of the Employer's response in Step 1. The written grievance will set forth the nature of the dispute, the provision or provisions of this Agreement allegedly violated, and the relief requested. Within fourteen (14) calendar days of the Employer's receipt of the Step 2 Grievance, the Employer will meet with the Union to discuss the grievance, at a time mutually agreeable to the parties. If the grievance is settled as result of such a meeting, the settlement will be reduced to writing and signed by the parties. If no settlement is reached, the CEO or designated representative will give a written answer to the Union within fourteen (14) calendar days following the meeting.

Step 3. Mediation – If the grievance is not settled in Step 2, upon mutual agreement of the parties, the Federal Mediation and Conciliation Service (FMCS) will be petitioned within fourteen (14) calendar days of the Step 2 response.

Step 4. Arbitration – If the grievance is not settled by the foregoing procedure, the Union will notify the Employer, in writing, of their intent to proceed to arbitration and will request a list of arbitrators from FMCS (metropolitan list) within fourteen (14) calendar days of the Union's receipt of the Employer's written response in Step 2 or 3. The selection of an arbitrator will be made from the list provided by FMCS, and the parties will alternately strike one name from a list of seven arbitrators. The choice as to the order of striking will be determined by coin toss.

- The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or subtract from the terms and conditions of the Agreement. The arbitrator will consider and decide only the specific issue(s) submitted by the Employer and the employee and the Union, and will have no authority to make a decision on any other issue not so submitted.

- The arbitrator's decision will be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties whichever be later, unless the parties agree to an extension. The decision must be based solely on the arbitrator's interpretation or application of the terms of this Agreement.

- The fees and expenses for the arbitrator's services and proceedings will be borne equally by the Employer and the Union, provided that each party

will be responsible for compensating its own representatives and witnesses. If both parties desire a verbatim record of the proceedings the cost will be shared equally.

**SECTION 19.3 Processing of Grievances:**
It is recognized and accepted by the Union and the Employer that the investigating and presenting of grievances as hereinafter provided is limited by the job duties and responsibilities of the employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee's representative shall be allowed a reasonable amount of time for the investigation or presentation of grievances during normal working hours provided the employee has notified the designated supervisor. Leave for these purposes shall be at a time mutually agreeable to the representative or officer and the designated supervisor. The designated supervisor will be notified when the representative or officer returns to the work station.

The Employer agrees that a representative of the Union shall be excused from scheduled work time, without loss of pay, for the investigation and handling of controversies and grievances over the interpretation or adherence to the terms and provisions of this Agreement. The preceding sentence shall not apply, however, to any arbitration hearing provided for under this Agreement.

**SECTION 19.4 Choice of Procedure:**
If as a result of the written employer response in Step 2 or 3, the grievance remains unresolved, the grievance may be appealed either to Step 4 of Section 19.2.2, or to any other statutory procedure which is available and applicable to the dispute. If appealed to any procedure other than Step 4 of Section 19.2.2, the grievance shall not, thereafter, be subject to the arbitration procedure provided in Section 19.2.2, if the grievance:

- only alleges a breach of the law, or
- alleges discrimination as prohibited by Section 2 on the part of both the union and the employer, except with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure, or
- seeks reformation of the Agreement, or
- claims inconsistency between this Agreement and a court or administrative order,
- alleges employer breach of the Agreement which is also the subject of a class action under some other available procedure being utilized by the grievant and others.

If there is a dispute as to whether a grievance has been appealed to another procedure and is within the foregoing subsections, the arbitrator shall make determination of such issue; and if determined the dispute has been appealed to another procedure and is outside the foregoing

subsections, the arbitrator shall decide the grievance on the merits, subject to appropriate review by any court having jurisdiction.

**SECTION 19.5 Waiver:**
The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived, and forfeited and shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties. If a grievance is not appealed to Step 2 or Step 4, as applicable, within the specified time limit or any agreed extension thereof, it will be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance or an appeal thereof, within the specified time limits or any agreed to extension, the employee and the Union may elect to treat the grievance as denied at that step and immediately appeal to the next step.

## ARTICLE 20. GENERAL PROVISIONS

**SECTION 20.1 Non-Discrimination Clause:**
Neither the Union nor the Employer shall discriminate against any employee because of race, creed, sex, color, national origin, marital status, sexual orientation, status with regard to public assistance, disability, known relationship or association with an individual who has a disability, age, religious or political belief. Sexual harassment is considered discrimination under this Article. The Employer is specifically permitted to take all actions necessary to comply with the Americans with Disabilities Act.

**SECTION 20.2 Proper Notice for Resignation:**
If proper notice is not given, the employee will not receive accrued unused vacation. Employees must submit their resignation in writing, according to the following schedule, in order to constitute proper notice and receive accrued unused vacation:

| Administrative Services | Operational Services | Patient Support Services | Specialty Care 1 | Specialty Care 2 | Advanced Specialty Care |
|---|---|---|---|---|---|
| 14 days | 14 days | 14 days | 14 days | 28 days | 28 days |

**SECTION 20.3 Employer Notice to Union:**
Any notice required to be provided to the Union by this Agreement will be sent electronically to the Union Staff Representative. This section does not apply to the Grievance Procedure.

**SECTION 20.4 Access to Personnel Record:**
An employee may review their personnel file upon request to the Human Resources Department in accordance with the Employer's policy, state and federal law.

**SECTION 20.5 Due Notice to Union of Sale and Bargaining Effects of Sale:**

20.5.1 Notice of Sale
Before any sale of substantially all of the assets of the Employer, the Employer shall provide the Union sixty (60) days written notice of such sale, or if 60 days is not practicable, then as much notice as is reasonably practicable.

20.5.2 Bargain Effects

Upon request made by the Union following receipt by the Union of the notice required by Section 20.5.1, above, the Employer and Union shall engage in good faith bargaining over the effects of the asset sale on members of the Bargaining Unit.

**SECTION 20.6 Change in Control: Due Notice to Buyer of Union Contract**

Before any sale or assignment of substantially all of the assets of the Employer and before any other material change in control over the Employer's assets, the Employer shall provide the prospective buyer or assignee with a copy of this Agreement.

**SECTION 20.7**

In the event the CentraCare Health System exercises its purchase option and purchases the hospital property, long term care property and the rest of the operation from the Monticello-Big Lake Community Hospital District, and as a result of the action, the MBLCHD Board of Directors is no longer a governing body, the Employer will continue to be bound by this agreement.

## ARTICLE 21. COMPLETE AGREEMENT AND WAIVER OF BARGAINING

**SECTION 21.1 Complete Agreement:**

This Agreement shall represent the complete Agreement between the Union and the Employer.

**SECTION 21.2 Zipper Clause:**

The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

**SECTION 21.3 Savings Clause:**

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

**SECTION 21.4 Pre-Negotiation Meet and Confer:**

Prior to the start of bargaining to modify the Agreement, the Employer and Union will meet to share market data on which one or the other may rely in bargaining.

**SECTION 21.5 Market Adjustment:**
During the term of this Agreement, the Employer may propose market rate adjustments based on recruitment needs and market issues. Upon notice from the Employer to the Union of such proposal, the parties will meet and confer to consider amendment by mutual agreement.

**SECTION 21.6 Amendment by Mutual Agreement:**
This Agreement may be amended at any time during its life upon the mutual agreement of the Employer and the Union. To be effective, such amendment must be in writing, signed by both parties, and attached to the original executed Agreement.

## ARTICLE 22. CONTRACT DURATION

This Agreement shall be effective from January 1, 2017 through December 31, 2019. It shall be automatically renewed from year to year thereafter unless either party notifies the other in writing of their desire to modify the Agreement, at least sixty (60) days prior to its expiration. This Agreement shall remain in full force and effect from year to year until a new Agreement is reached or until notice of termination of this Agreement is provided to the other party.

**CENTRACARE HEALTH–MONTICELLO**

Duane Rasmusson 8/1/17
Duane Rasmusson, CentraCare Health Date
Vice President of Human Resources

Elizabeth Henley, CCH-M Director of HR 8/2/17 Date

**AMERICAN FEDERATION OF STATE COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 65**

Rick Nelson 7/28/2017
Rick Nelson, AFSCME MN Council 65 Staff Date

Shari Blais 8-2-17
Shari Blais, Local 1898 President Date

# Appendix A –Wage Scales

| Activities Aide – 119 / Courier | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $11.79 | $12.03 | $12.27 |
| 1 | $12.16 | $12.40 | $12.65 |
| 2 | $12.53 | $12.78 | $13.04 |
| 3 | $12.90 | $13.16 | $13.42 |
| 4 | $13.29 | $13.56 | $13.83 |
| 5 | $13.69 | $13.96 | $14.24 |
| 6 | $14.09 | $14.37 | $14.66 |
| 7 | $14.51 | $14.80 | $15.10 |
| 8 | $14.95 | $15.25 | $15.56 |
| 9 | $15.40 | $15.71 | $16.02 |
| 10 | $15.86 | $16.18 | $16.50 |
| 11 | $16.34 | $16.67 | $17.00 |
| 12 | $16.82 | $17.16 | $17.50 |

| Dietary Aide - 102 | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $13.54 | $13.81 | $14.09 |
| 1 | $13.94 | $14.22 | $14.50 |
| 2 | $14.36 | $14.65 | $14.94 |
| 3 | $14.78 | $15.08 | $15.38 |
| 4 | $15.23 | $15.53 | $15.84 |
| 5 | $15.69 | $16.00 | $16.32 |
| 6 | $16.16 | $16.48 | $16.81 |
| 7 | $16.65 | $16.98 | $17.32 |
| 8 | $17.14 | $17.48 | $17.83 |
| 9 | $17.67 | $18.02 | $18.38 |
| 10 | $18.19 | $18.55 | $18.92 |
| 11 | $18.74 | $19.11 | $19.49 |
| 12 | $19.31 | $19.70 | $20.09 |

| Central Scheduler - 109, Patient Access Liaison - Hosp | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $16.93 | $17.27 | $17.62 |
| 1 | $17.44 | $17.79 | $18.15 |
| 2 | $17.97 | $18.33 | $18.70 |
| 3 | $18.50 | $18.87 | $19.25 |
| 4 | $19.06 | $19.44 | $19.83 |
| 5 | $19.64 | $20.03 | $20.43 |
| 6 | $20.23 | $20.63 | $21.04 |
| 7 | $20.83 | $21.25 | $21.68 |
| 8 | $21.47 | $21.90 | $22.34 |
| 9 | $22.11 | $22.55 | $23.00 |
| 10 | $22.76 | $23.22 | $23.68 |
| 11 | $23.44 | $23.91 | $24.39 |
| 12 | $24.14 | $24.62 | $25.11 |

| Collections - 110/Insurance Clerk - 158 | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $14.85 | $15.15 | $15.45 |
| 1 | $15.29 | $15.60 | $15.91 |
| 2 | $15.75 | $16.07 | $16.39 |
| 3 | $16.22 | $16.54 | $16.87 |
| 4 | $16.73 | $17.06 | $17.40 |
| 5 | $17.22 | $17.56 | $17.91 |
| 6 | $17.74 | $18.09 | $18.45 |
| 7 | $18.27 | $18.64 | $19.01 |
| 8 | $18.82 | $19.20 | $19.58 |
| 9 | $19.38 | $19.77 | $20.17 |
| 10 | $19.96 | $20.36 | $20.77 |
| 11 | $20.56 | $20.97 | $21.39 |
| 12 | $21.18 | $21.60 | $22.03 |

| Housekeeper - 105 / Laundry Aide - 107/Pt. Access Liaison - Clinic | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $13.54 | $13.81 | $14.09 |
| 1 | $13.94 | $14.22 | $14.50 |
| 2 | $14.36 | $14.65 | $14.94 |
| 3 | $14.78 | $15.08 | $15.38 |
| 4 | $15.23 | $15.53 | $15.84 |
| 5 | $15.69 | $16.00 | $16.32 |
| 6 | $16.16 | $16.48 | $16.81 |
| 7 | $16.65 | $16.98 | $17.32 |
| 8 | $17.14 | $17.48 | $17.83 |
| 9 | $17.67 | $18.02 | $18.38 |
| 10 | $18.19 | $18.55 | $18.92 |
| 11 | $18.74 | $19.11 | $19.49 |
| 12 | $19.31 | $19.70 | $20.09 |

| Pharmacy Tech - 121 | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $16.82 | $17.16 | $17.50 |
| 1 | $17.33 | $17.68 | $18.03 |
| 2 | $17.84 | $18.20 | $18.56 |
| 3 | $18.39 | $18.76 | $19.14 |
| 4 | $18.93 | $19.31 | $19.70 |
| 5 | $19.49 | $19.88 | $20.28 |
| 6 | $20.08 | $20.48 | $20.89 |
| 7 | $20.70 | $21.11 | $21.53 |
| 8 | $21.31 | $21.74 | $22.17 |
| 9 | $21.95 | $22.39 | $22.84 |
| 10 | $22.61 | $23.06 | $23.52 |
| 11 | $23.29 | $23.76 | $24.24 |
| 12 | $23.98 | $24.46 | $24.95 |

| Hospital Unit Coordinator – 122 / Certified Medical Assistant- Clinic | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $15.44 | $15.75 | $16.07 |
| 1 | $15.90 | $16.22 | $16.54 |
| 2 | $16.39 | $16.72 | $17.05 |
| 3 | $16.88 | $17.22 | $17.56 |
| 4 | $17.38 | $17.73 | $18.08 |
| 5 | $17.90 | $18.26 | $18.63 |
| 6 | $18.44 | $18.81 | $19.19 |
| 7 | $18.99 | $19.37 | $19.76 |
| 8 | $19.56 | $19.95 | $20.35 |
| 9 | $20.15 | $20.55 | $20.96 |
| 10 | $20.76 | $21.18 | $21.60 |
| 11 | $21.37 | $21.80 | $22.24 |
| 12 | $22.03 | $22.47 | $22.92 |

| Switchboard - 112 / Office Clerk - 145/Cashier - 166 | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $14.59 | $14.88 | $15.18 |
| 1 | $15.02 | $15.32 | $15.63 |
| 2 | $15.46 | $15.77 | $16.09 |
| 3 | $15.93 | $16.25 | $16.58 |
| 4 | $16.41 | $16.74 | $17.07 |
| 5 | $16.90 | $17.24 | $17.58 |
| 6 | $17.41 | $17.76 | $18.12 |
| 7 | $17.94 | $18.30 | $18.67 |
| 8 | $18.47 | $18.84 | $19.22 |
| 9 | $19.02 | $19.40 | $19.79 |
| 10 | $19.60 | $19.99 | $20.39 |
| 11 | $20.18 | $20.58 | $20.99 |
| 12 | $20.78 | $21.20 | $21.62 |

| Surgical Facilitator - 159/Supplies & Equip Facilitator | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $15.71 | $16.02 | $16.34 |
| 1 | $16.19 | $16.51 | $16.84 |
| 2 | $16.67 | $17.00 | $17.34 |
| 3 | $17.19 | $17.53 | $17.88 |
| 4 | $17.70 | $18.05 | $18.41 |
| 5 | $18.23 | $18.59 | $18.96 |
| 6 | $18.77 | $19.15 | $19.53 |
| 7 | $19.34 | $19.73 | $20.12 |
| 8 | $19.91 | $20.31 | $20.72 |
| 9 | $20.51 | $20.92 | $21.34 |
| 10 | $21.12 | $21.54 | $21.97 |
| 11 | $21.76 | $22.20 | $22.64 |
| 12 | $22.41 | $22.86 | $23.32 |

| Coder I - 103 | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $16.08 | $16.40 | $16.73 |
| 1 | $16.58 | $16.91 | $17.25 |
| 2 | $17.06 | $17.40 | $17.75 |
| 3 | $17.56 | $17.91 | $18.27 |
| 4 | $18.09 | $18.45 | $18.82 |
| 5 | $18.64 | $19.01 | $19.39 |
| 6 | $19.20 | $19.58 | $19.97 |
| 7 | $19.79 | $20.19 | $20.59 |
| 8 | $20.38 | $20.79 | $21.21 |
| 9 | $20.99 | $21.41 | $21.84 |
| 10 | $21.60 | $22.03 | $22.47 |
| 11 | $22.26 | $22.71 | $23.16 |
| 12 | $22.92 | $23.38 | $23.85 |

| Cook - 101 | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $15.61 | $15.92 | $16.24 |
| 1 | $16.07 | $16.39 | $16.72 |
| 2 | $16.56 | $16.89 | $17.23 |
| 3 | $17.04 | $17.38 | $17.73 |
| 4 | $17.55 | $17.90 | $18.26 |
| 5 | $18.08 | $18.44 | $18.81 |
| 6 | $18.63 | $19.00 | $19.38 |
| 7 | $19.19 | $19.57 | $19.96 |
| 8 | $19.78 | $20.18 | $20.58 |
| 9 | $20.36 | $20.77 | $21.19 |
| 10 | $20.97 | $21.39 | $21.82 |
| 11 | $21.59 | $22.02 | $22.46 |
| 12 | $22.24 | $22.68 | $23.13 |

| Coder II - 156 / IIIM LTC Specialist - 153 / Clinical Quality Abstractor – 161 / Pharmacy Tech II | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $19.78 | $20.18 | $20.58 |
| 1 | $20.37 | $20.78 | $21.20 |
| 2 | $20.98 | $21.40 | $21.83 |
| 3 | $21.60 | $22.03 | $22.47 |
| 4 | $22.25 | $22.70 | $23.15 |
| 5 | $22.91 | $23.37 | $23.84 |
| 6 | $23.61 | $24.08 | $24.56 |
| 7 | $24.32 | $24.81 | $25.31 |
| 8 | $25.03 | $25.53 | $26.04 |
| 9 | $25.79 | $26.31 | $26.84 |
| 10 | $26.56 | $27.09 | $27.63 |
| 11 | $27.37 | $27.92 | $28.48 |
| 12 | $28.19 | $28.75 | $29.33 |

| Medical Records Clerk - 114 | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $14.26 | $14.55 | $14.84 |
| 1 | $14.69 | $14.98 | $15.28 |
| 2 | $15.13 | $15.43 | $15.74 |
| 3 | $15.59 | $15.90 | $16.22 |
| 4 | $16.05 | $16.37 | $16.70 |
| 5 | $16.53 | $16.86 | $17.20 |
| 6 | $17.02 | $17.36 | $17.71 |
| 7 | $17.53 | $17.88 | $18.24 |
| 8 | $18.06 | $18.42 | $18.79 |
| 9 | $18.60 | $18.97 | $19.35 |
| 10 | $19.17 | $19.55 | $19.94 |
| 11 | $19.75 | $20.15 | $20.55 |
| 12 | $20.33 | $20.74 | $21.15 |

| Transcriptionist I - 111/ED Tech - 147/LPN- Clinic/MPD Receiving Specialist/Wound Care Tech - 147 | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $16.65 | $16.98 | $17.32 |
| 1 | $17.14 | $17.48 | $17.83 |
| 2 | $17.67 | $18.02 | $18.38 |
| 3 | $18.19 | $18.55 | $18.92 |
| 4 | $18.74 | $19.11 | $19.49 |
| 5 | $19.31 | $19.70 | $20.09 |
| 6 | $19.87 | $20.27 | $20.68 |
| 7 | $20.47 | $20.88 | $21.30 |
| 8 | $21.08 | $21.50 | $21.93 |
| 9 | $21.71 | $22.14 | $22.58 |
| 10 | $22.37 | $22.82 | $23.28 |
| 11 | $23.04 | $23.50 | $23.97 |
| 12 | $23.74 | $24.21 | $24.69 |

| Financial Counselor | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $18.07 | $18.43 | $18.80 |
| 1 | $18.62 | $18.99 | $19.37 |
| 2 | $19.18 | $19.56 | $19.95 |
| 3 | $19.77 | $20.17 | $20.57 |
| 4 | $20.36 | $20.77 | $21.19 |
| 5 | $20.97 | $21.39 | $21.82 |
| 6 | $21.58 | $22.01 | $22.45 |
| 7 | $22.24 | $22.68 | $23.13 |
| 8 | $22.90 | $23.36 | $23.83 |
| 9 | $23.59 | $24.06 | $24.54 |
| 10 | $24.30 | $24.79 | $25.29 |
| 11 | $25.02 | $25.52 | $26.03 |
| 12 | $25.78 | $26.30 | $26.83 |

| Custodian - 113 / Groundskeeper - 104 / MPD Tech - 129 | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $14.57 | $14.86 | $15.16 |
| 1 | $15.00 | $15.30 | $15.61 |
| 2 | $15.45 | $15.76 | $16.08 |
| 3 | $15.91 | $16.23 | $16.55 |
| 4 | $16.39 | $16.72 | $17.05 |
| 5 | $16.88 | $17.22 | $17.56 |
| 6 | $17.39 | $17.74 | $18.09 |
| 7 | $17.92 | $18.28 | $18.65 |
| 8 | $18.45 | $18.82 | $19.20 |
| 9 | $19.00 | $19.38 | $19.77 |
| 10 | $19.57 | $19.96 | $20.36 |
| 11 | $20.16 | $20.56 | $20.97 |
| 12 | $20.77 | $21.19 | $21.61 |

| Maintenance - 108 | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $17.46 | $17.81 | $18.17 |
| 1 | $17.98 | $18.34 | $18.71 |
| 2 | $18.52 | $18.89 | $19.27 |
| 3 | $19.08 | $19.46 | $19.85 |
| 4 | $19.66 | $20.05 | $20.45 |
| 5 | $20.25 | $20.66 | $21.07 |
| 6 | $20.86 | $21.28 | $21.71 |
| 7 | $21.48 | $21.91 | $22.35 |
| 8 | $22.12 | $22.56 | $23.01 |
| 9 | $22.80 | $23.26 | $23.73 |
| 10 | $23.46 | $23.93 | $24.41 |
| 11 | $24.17 | $24.65 | $25.14 |
| 12 | $24.90 | $25.40 | $25.91 |

| Maintenance Engineer - 150 | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $21.29 | $21.72 | $22.15 |
| 1 | $21.93 | $22.37 | $22.82 |
| 2 | $22.58 | $23.03 | $23.49 |
| 3 | $23.27 | $23.74 | $24.21 |
| 4 | $23.94 | $24.42 | $24.91 |
| 5 | $24.68 | $25.17 | $25.67 |
| 6 | $25.42 | $25.93 | $26.45 |
| 7 | $26.17 | $26.69 | $27.22 |
| 8 | $26.96 | $27.50 | $28.05 |
| 9 | $27.76 | $28.32 | $28.89 |
| 10 | $28.60 | $29.17 | $29.75 |
| 11 | $29.45 | $30.04 | $30.64 |
| 12 | $30.35 | $30.96 | $31.58 |

| EMT - 120 | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $15.71 | $16.02 | $16.34 |
| 1 | $16.19 | $16.51 | $16.84 |
| 2 | $16.67 | $17.00 | $17.34 |
| 3 | $17.19 | $17.53 | $17.88 |
| 4 | $17.70 | $18.05 | $18.41 |
| 5 | $18.23 | $18.59 | $18.96 |
| 6 | $18.77 | $19.15 | $19.53 |
| 7 | $19.34 | $19.73 | $20.12 |
| 8 | $19.91 | $20.31 | $20.72 |
| 9 | $20.51 | $20.92 | $21.34 |
| 10 | $21.12 | $21.54 | $21.97 |
| 11 | $21.76 | $22.20 | $22.64 |
| 12 | $22.41 | $22.86 | $23.32 |

| EMT-I – 123 / Beautician / Distribution Clerk | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $16.82 | $17.16 | $17.50 |
| 1 | $17.33 | $17.68 | $18.03 |
| 2 | $17.84 | $18.20 | $18.56 |
| 3 | $18.39 | $18.76 | $19.14 |
| 4 | $18.93 | $19.31 | $19.70 |
| 5 | $19.49 | $19.88 | $20.28 |
| 6 | $20.08 | $20.48 | $20.89 |
| 7 | $20.70 | $21.11 | $21.53 |
| 8 | $21.31 | $21.74 | $22.17 |
| 9 | $21.95 | $22.39 | $22.84 |
| 10 | $22.61 | $23.06 | $23.52 |
| 11 | $23.29 | $23.76 | $24.24 |
| 12 | $23.98 | $24.46 | $24.95 |

| Paramedic - 127/Coder III | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $21.44 | $21.87 | $22.31 |
| 1 | $22.08 | $22.52 | $22.97 |
| 2 | $22.73 | $23.18 | $23.64 |
| 3 | $23.42 | $23.89 | $24.37 |
| 4 | $24.12 | $24.60 | $25.09 |
| 5 | $24.84 | $25.34 | $25.85 |
| 6 | $25.59 | $26.10 | $26.62 |
| 7 | $26.36 | $26.89 | $27.43 |
| 8 | $27.14 | $27.68 | $28.23 |
| 9 | $27.96 | $28.52 | $29.09 |
| 10 | $28.79 | $29.37 | $29.96 |
| 11 | $29.67 | $30.26 | $30.87 |
| 12 | $30.56 | $31.17 | $31.79 |

| Radiology Tech I - 133/Reimbursement Data Analyst- XXX | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $24.91 | $25.41 | $25.92 |
| 1 | $25.65 | $26.16 | $26.68 |
| 2 | $26.42 | $26.95 | $27.49 |
| 3 | $27.22 | $27.76 | $28.32 |
| 4 | $28.04 | $28.60 | $29.17 |
| 5 | $28.89 | $29.47 | $30.06 |
| 6 | $29.74 | $30.33 | $30.94 |
| 7 | $30.64 | $31.25 | $31.88 |
| 8 | $31.55 | $32.18 | $32.82 |
| 9 | $32.50 | $33.15 | $33.81 |
| 10 | $33.48 | $34.15 | $34.83 |
| 11 | $34.49 | $35.18 | $35.88 |
| 12 | $35.52 | $36.23 | $36.95 |

| Radiology Tech II - 134 | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $25.78 | $26.30 | $26.83 |
| 1 | $26.55 | $27.08 | $27.62 |
| 2 | $27.35 | $27.90 | $28.46 |
| 3 | $28.17 | $28.73 | $29.30 |
| 4 | $29.01 | $29.59 | $30.18 |
| 5 | $29.89 | $30.49 | $31.10 |
| 6 | $30.78 | $31.40 | $32.03 |
| 7 | $31.71 | $32.34 | $32.99 |
| 8 | $32.65 | $33.30 | $33.97 |
| 9 | $33.64 | $34.31 | $35.00 |
| 10 | $34.64 | $35.33 | $36.04 |
| 11 | $35.69 | $36.40 | $37.13 |
| 12 | $36.72 | $37.45 | $38.20 |

| Radiology Tech III - 135 | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $28.73 | $29.30 | $29.89 |
| 1 | $29.60 | $30.19 | $30.79 |
| 2 | $30.47 | $31.08 | $31.70 |
| 3 | $31.39 | $32.02 | $32.66 |
| 4 | $32.33 | $32.98 | $33.64 |
| 5 | $33.32 | $33.99 | $34.67 |
| 6 | $34.30 | $34.99 | $35.69 |
| 7 | $35.33 | $36.04 | $36.76 |
| 8 | $36.39 | $37.12 | $37.86 |
| 9 | $37.47 | $38.22 | $38.98 |
| 10 | $38.60 | $39.37 | $40.16 |
| 11 | $39.76 | $40.56 | $41.37 |
| 12 | $40.96 | $41.78 | $42.62 |

| Sonographer - 132 | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $30.78 | $31.40 | $32.03 |
| 1 | $31.71 | $32.34 | $32.99 |
| 2 | $32.65 | $33.30 | $33.97 |
| 3 | $33.64 | $34.31 | $35.00 |
| 4 | $34.64 | $35.33 | $36.04 |
| 5 | $35.68 | $36.39 | $37.12 |
| 6 | $36.75 | $37.49 | $38.24 |
| 7 | $37.85 | $38.61 | $39.38 |
| 8 | $38.99 | $39.77 | $40.57 |
| 9 | $40.17 | $40.97 | $41.79 |
| 10 | $41.35 | $42.18 | $43.02 |
| 11 | $42.61 | $43.46 | $44.33 |
| 12 | $43.88 | $44.76 | $45.66 |

| Polysomnagropher I - 131/ Respiratory Therapist - 133 | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $25.92 | $26.44 | $26.97 |
| 1 | $26.68 | $27.21 | $27.75 |
| 2 | $27.49 | $28.04 | $28.60 |
| 3 | $28.32 | $28.89 | $29.47 |
| 4 | $29.16 | $29.74 | $30.33 |
| 5 | $30.04 | $30.64 | $31.25 |
| 6 | $30.94 | $31.56 | $32.19 |
| 7 | $31.86 | $32.50 | $33.15 |
| 8 | $32.83 | $33.49 | $34.16 |
| 9 | $33.81 | $34.49 | $35.18 |
| 10 | $34.82 | $35.52 | $36.23 |
| 11 | $35.85 | $36.57 | $37.30 |
| 12 | $36.93 | $37.67 | $38.42 |

| Polysomnographer II - 157 | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $26.83 | $27.37 | $27.92 |
| 1 | $27.62 | $28.17 | $28.73 |
| 2 | $28.47 | $29.04 | $29.62 |
| 3 | $29.30 | $29.89 | $30.49 |
| 4 | $30.19 | $30.79 | $31.41 |
| 5 | $31.22 | $31.84 | $32.48 |
| 6 | $32.02 | $32.66 | $33.31 |
| 7 | $33.00 | $33.66 | $34.33 |
| 8 | $33.98 | $34.66 | $35.35 |
| 9 | $35.01 | $35.71 | $36.42 |
| 10 | $36.06 | $36.78 | $37.52 |
| 11 | $37.14 | $37.88 | $38.64 |
| 12 | $38.25 | $39.02 | $39.80 |

| OR Tech - 126 / Wound Care Hyperbaric Safety Tech | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $21.19 | $21.61 | $22.04 |
| 1 | $21.82 | $22.26 | $22.71 |
| 2 | $22.49 | $22.94 | $23.40 |
| 3 | $23.15 | $23.61 | $24.08 |
| 4 | $23.84 | $24.32 | $24.81 |
| 5 | $24.56 | $25.05 | $25.55 |
| 6 | $25.30 | $25.81 | $26.33 |
| 7 | $26.06 | $26.58 | $27.11 |
| 8 | $26.85 | $27.39 | $27.94 |
| 9 | $27.64 | $28.19 | $28.75 |
| 10 | $28.48 | $29.05 | $29.63 |
| 11 | $29.33 | $29.92 | $30.52 |
| 12 | $30.20 | $30.80 | $31.42 |

| Lab MLT - 125 | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $18.46 | $18.83 | $19.21 |
| 1 | $19.01 | $19.39 | $19.78 |
| 2 | $19.59 | $19.98 | $20.38 |
| 3 | $20.17 | $20.57 | $20.98 |
| 4 | $20.77 | $21.19 | $21.61 |
| 5 | $21.41 | $21.84 | $22.28 |
| 6 | $22.04 | $22.48 | $22.93 |
| 7 | $22.71 | $23.16 | $23.62 |
| 8 | $23.38 | $23.85 | $24.33 |
| 9 | $24.09 | $24.57 | $25.06 |
| 10 | $24.82 | $25.32 | $25.83 |
| 11 | $25.55 | $26.06 | $26.58 |
| 12 | $26.34 | $26.87 | $27.41 |

| NAR-Extended Care - 116 / NAR-Hosp - 160 / Unit Secretary - 130/Phlebotomist/Medical Assistant - 165 | | | |
|---|---|---|---|
| | 2017 | 2018 | 2019 |
| Start | $14.51 | $14.80 | $15.10 |
| 1 | $14.95 | $15.25 | $15.56 |
| 2 | $15.40 | $15.71 | $16.02 |
| 3 | $15.86 | $16.18 | $16.50 |
| 4 | $16.34 | $16.67 | $17.00 |
| 5 | $16.83 | $17.17 | $17.51 |
| 6 | $17.34 | $17.69 | $18.04 |
| 7 | $17.85 | $18.21 | $18.57 |
| 8 | $18.40 | $18.77 | $19.15 |
| 9 | $18.94 | $19.32 | $19.71 |
| 10 | $19.50 | $19.89 | $20.29 |
| 11 | $20.09 | $20.49 | $20.90 |
| 12 | $20.67 | $21.08 | $21.50 |

| LPN - 124 / | | | | Patient Access Liaison II | | | |
|---|---|---|---|---|---|---|---|
| | 2017 | 2018 | 2019 | | 2017 | 2018 | 2019 |
| Start | $18.46 | $18.83 | $19.21 | Start | $18.29 | $18.66 | $19.03 |
| 1 | $19.01 | $19.39 | $19.78 | 1 | $18.78 | $19.16 | $19.54 |
| 2 | $19.59 | $19.98 | $20.38 | 2 | $19.33 | $19.72 | $20.11 |
| 3 | $20.17 | $20.57 | $20.98 | 3 | $19.85 | $20.25 | $20.66 |
| 4 | $20.77 | $21.19 | $21.61 | 4 | $20.41 | $20.82 | $21.24 |
| 5 | $21.41 | $21.84 | $22.28 | 5 | $20.98 | $21.40 | $21.83 |
| 6 | $22.04 | $22.48 | $22.93 | 6 | $21.57 | $22.00 | $22.44 |
| 7 | $22.71 | $23.16 | $23.62 | 7 | $22.19 | $22.63 | $23.08 |
| 8 | $23.38 | $23.85 | $24.33 | 8 | $22.82 | $23.28 | $23.75 |
| 9 | $24.09 | $24.57 | $25.06 | 9 | $23.45 | $23.92 | $24.40 |
| 10 | $24.82 | $25.32 | $25.83 | 10 | $24.10 | $24.58 | $25.07 |
| 11 | $25.55 | $26.06 | $26.58 | 11 | $24.80 | $25.30 | $25.81 |
| 12 | $26.34 | $26.87 | $27.41 | 12 | $25.49 | $26.00 | $26.52 |

## Appendix B –Vacation Bidding Procedure

CentraCare Health – Monticello

Dept: Human Resources

Title: AFSCME Annual Vacation Bidding Process

Last Updated: November 2014

### I. Purpose

To provide vacation scheduling guidelines for employees covered by the AFSCME contract.

### II. Policy

Regularly scheduled employees will participate in bi-annual vacation bidding. The number of staff on vacation at one time per job classifications involved will be determined by department guidelines.

Bidding will be held March 1st through March 31st for May through October. Bidding will be held September 1st through September 30th for November through April.

The policy will be reviewed and discussed for issues by the Committee after each bidding period.

### III. Procedure

Department manager/supervisor will post a time schedule for vacation bidding based on seniority. The vacation bidding schedule will be posted 14 days prior to the bidding process. Each employee will have a posted one (1) hour time block based on seniority with earned vacation available to bid.

If an employee has fewer hours earned than one (1) regular scheduled shift, they will not be assigned a bid time. Any employee out due to scheduled time off will be notified by the department manager/supervisor of their allotted bid time during this 14 day period. Department manager /supervisor will date and time the vacation schedule of this notification.

At the employees allotted time, they will contact the department manager/supervisor in person or by phone with the requested vacation bid. If the employee is unable to meet in person or call, the employee must make arrangements prior to their bid time with their department manager/supervisor to discuss their bidding request. Vacation requests will not be granted before their allotted time.

At your assigned time, you will meet with your manager/supervisor and sign up for your requested week/single days. Your manager/supervisor will approve or deny the request at this time. Employees should have back-up dates with them in case they do not get their first request.

Employees assigned to a block schedule must bid their normal scheduled shifts for the week (Block = Monday – Friday with a weekend attached to either side). Anyone not scheduled on a block (Non-Block = Monday a.m. – Monday a.m.) must bid a minimum of one (1) week of consecutive days. In addition; the employee will be able to bid a maximum of two (2) single days per calendar year. Single day bids cannot be consecutive days and cannot be holidays. If you are entitled to bid weekends off, a single day bid for a weekend will be considered as part of your total number of weekends off. Weekends are defined per your department guidelines. If an employee passes his/her turn or wants to change his/her request during the bidding period, the employee must wait until the bidding period is completed.

If you are entitled to bid for weekends off, follow the guideline below. Guidelines are for 12 month bidding period.

| Working every 3rd Weekend | | Working every other Weekend | |
|---|---|---|---|
| 0-4 years | 0 weekends off | 0-4 years | 1 weekend off |
| 5-9 years | 1 weekend off | 5-9 years | 2 weekends off |
| 10-19 years | 1 weekend off | 10-19 years | 3 weekends off |
| 20+ years | 2 weekends off | 20+ years | 3 weekends off |

Employees working fewer weekends than the above guideline are not entitled to bid for weekends off nor can they use single day bids on weekends.

Employees can sign up for vacation based on amount of hours earned. EMPLOYEES CANNOT BID FOR MORE VACATION THAN THEY EARNED UP TO THE POSTED BIDDING PERIOD.

Employees are advised to sign up for one (1) week less than their maximum amount to allow for other unscheduled absences.

During the bidding process, employees may not sign up to take more than two (2) weeks' vacation during June, July and August.

**Vacations are not granted Christmas Eve or Christmas Day.**

During the bidding process, each employee is limited to two (2) holiday vacation days per bidding year.

Notwithstanding the two previous sentences, as part of the vacation bidding, employees can request vacation time for Christmas Eve / Christmas Day if one of the following conditions, or

combination of conditions, is met, and such request (if granted) will not count as a holiday vacation day:

1) Where it has already been determined (as of the date of the vacation bid) that the employee's department / area / job classification will not be operating on that day;

2) Where, based upon the employee's normal schedule, it is already known (as of the date of the vacation bid) that the employee will not be scheduled to work on that day; or

3) Where the employee has found the employee's own replacement to work on that day, and approval had been granted by management prior to the date of the vacation bid.

For purposes of this policy and the vacation bidding, a work shift that is scheduled to end at 5:00 p.m. or earlier on Christmas Eve may be requested off without qualifying for the above conditions, and such request (if granted) will not count as a holiday vacation day. A work shift that is scheduled to end any time after 5:00 p.m. on Christmas Eve is subject to the above conditions.

Confirmed vacations will be submitted to Human Resources for forwarding to the union president.

After bidding is complete, the vacation schedule is posted in the department.

Any cancellation of vacation after the bidding period needs to be done two (2) weeks prior to the department's scheduled posting date.

After the bidding period is completed, any additional requests for time off will be made according to the contract (Article 8 Section 5).

Staff may not trade vacation times.

Once the vacation bidding period ends the vacation calendar is posted and the employee's vacation is guaranteed as long as the employee still has vacation at the requested time.

## Appendix C – EMS Uniform Policy

A. Initial uniform allotment shall be provided by the Employer based on FTE:

| Description | FTE= 0.5-1.0 Quantity | FTE= 0.15-0.49 Quantity | FTE= 0-0.14 Quantity |
|---|---|---|---|
| White uniform shirt | 3 | 2 | 2 |
| EMS-2 pants (Navy, Scotchlite) | 3 | 2 | 1 |
| Name tag (metal) | 2 | 2 | 2 |
| Uniform belt | 1 | 1 | 1 |
| Silver caduceus's pin set (2 sets) | 2 | 2 | 2 |
| AM-JHVnr jacket w/liner & leather name plate | 1 | 1 | 1 |
| Bandage shears | 1 | 1 | 1 |
| Pen light | 1 | 1 | 1 |

B. Uniform items issued above will be replaced at the discretion and expense of the Employer.

C. Annual stipend to be used toward purchase of additional Employer-approved uniforms, equipment and accessories:

Employer-approved uniforms, equipment and accessories includes, but is not limited to:

- Additional white shirt (long sleeve or short sleeve)
- Additional navy pants
- High visibility jacket
- Uniform boots
- Polar fleece jacket with patches
- Soft shell jacket
- Ribbed sweater (navy)
- Zip-front sweater (navy)
- Logo turtleneck (white)
- Black uniform gloves
- Extrication gloves
- Duty belt and accessories
- Logo baseball cap
- Logo stocking cap
- Nylon pullover (navy)
- Leatherman tool
- Flashlight
- Key keeper
- Flashlight holder
- Radio holder