

AGREEMENT

between

ST. JOHN'S HOSPITAL

and

LOCAL UNION 193, I.B.E.W.

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AGREEMENT

THIS AGREEMENT is made and executed effective the 1st day of June, 2022 (“**Effective Date**”), by and between the ST. JOHN’S HOSPITAL OF THE HOSPITAL SISTERS OF THE THIRD ORDER OF ST. FRANCIS, an Illinois not-for-profit corporation doing business in Springfield, IL (“**Hospital**” or “**Employer**”) and local union 193 I.B.E.W. (“**Union**”).

WHEREAS, the Hospital is furnishing an essential public service vital to the health, welfare, safety and comfort of the community; and

WHEREAS, it is the desire of the parties to this Agreement to work together harmoniously and to promote and improve the care and comfort of the patients of the Hospital as well as the interests of its employees, to avoid interruptions and interferences with services to patients, to promptly and peacefully resolve all disputes and differences between the parties, and to promote and maintain relations among the Hospital, the Union, and the employees which will serve the best interests of all concerned; now, therefore, the parties hereto agree as follows:

ARTICLE I

RECOGNITION

1.1 The Hospital recognizes the Union as the exclusive representative of its full-time and regular part-time electricians, electronics technicians, biomedical electronics technicians employed by St. John's Hospital for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment; but excluding all other employees and supervisors as defined in the National Labor Relations Act.

1.2 The Hospital shall furnish the Union with up-to-date copies of the job descriptions for Electricians, Electronics Technicians, and Bio-Medical Technicians, within the jurisdiction of Local Union 193, IBEW, who are covered under this agreement. Electronics Technicians receiving Journeyman wages shall be capable of pulling low voltage communication type wire.

1.3 The following will not be additional positions but re-classification of current staff. The Union shall have the opportunity to recommend reliable and competent candidates for classifications.

General Foreman – A General Foreman in the electrical shop shall be selected by the employer. They shall be in charge of the electrical shop and shall receive the rate of wages as set forth in Attachment A. An Interim General Foreman will be assigned in the absence of the General Foreman based on the need for a General Foreman, as determined by the Department Head.

Foreman – A Foreman in the electrical shop shall be selected by the employer. They shall serve at the direction of the General Foreman of the electrical shop and shall receive the rate of wages as set forth in Attachment A.

Electronics Technician Foreman – An Electronics Technician Foreman shall be selected by the employer. They shall serve at the direction of the General Foreman of the electrical shop and shall receive the rate of pay as set forth in Attachment A.

Bio – Medical Equipment Technician Foreman – A Bio – Medical Equipment Technician Foreman shall be selected by the employer. They shall be in charge of the BMET shop and shall receive the rate of wages as set forth in Attachment A.

ARTICLE II

UNION SECURITY, AGENCY SHOP, DUES AND CHECKOFF

2.1 **Agency Shop.** All employees employed in the bargaining unit herein, within thirty-one (31) days after the start of their employment with the Hospital or entry into the bargaining unit or the effective date of this Agreement, whichever is later, shall either become members of the Union and pay the Union periodic monthly dues uniformly required of all Union members or pay the Union a negotiating or service fee on a monthly basis which shall be in an amount equivalent to the monthly dues required of all Union members.

2.2 Upon receipt of written authorization from an employee in the form annexed hereto as Attachment "B", the employer, pursuant to such authorization, shall withhold from the wages of the employee, working under the terms and conditions of this agreement, a sum equal to the amount specified in the approved local union bylaws starting not earlier than the first pay period following the completion of the employee's first ninety (90) calendar days of employment, and remit to the Union regular monthly dues as set forth here in Section 2.1.

2.3 Upon written notice from the Union to the Human Resources team, the employer agrees to remit said dues to the office of the Union within fifteen (15) days after the end of the month for which the deduction is made.

2.4 The Hospital shall be relieved from making such "check-off" deductions upon (a) termination of employment or (b) transfer to a job other than one covered by the bargaining unit, or (c) layoff from work or (d) an agreed leave of absence or (e) revocation of the check-off authorization in accordance with its terms or with applicable law.

2.5 Each month, the Hospital shall remit to the Union all deductions for dues and initiation fees made from the wages of employees for the preceding month, and forward said payment to the Union on or before the 15th of each month.

2.6 It is specifically agreed that the Hospital assumes no obligation, financial or otherwise, arising out of the provisions of this Article, and the Union hereby agrees that it will indemnify and hold the employer harmless from any claims, actions or proceedings by any employee arising from deductions made by the employer hereunder. Once the funds are remitted to the Union, their disposition thereafter shall be the sole and exclusive obligation and responsibility of the Union.

ARTICLE III
REPRESENTATION

3.1 There shall be two (2) stewards, one to represent Electricians and Electronics Technicians and one to represent Bio-Medical Technicians. Each Steward may have an alternate who will function only in the absence of the Steward.

3.2 Time of all meetings shall be arranged so as to have little working time lost as possible. The Stewards will clock out during the time they are attending grievance meetings or arbitration hearings as set forth in Article V.

3.3 Conducting of all other union business shall be handled during non-work times and employees shall not be paid while conducting union business. Union representatives shall provide the Department Head advance notice of union business visits made to the Electrical

and/or BMET Shop to meet with their members. The parties will arrange for a mutually convenient time when union representatives may meet with their members.

ARTICLE IV

MANAGEMENT RIGHTS

4.1 The Union recognizes and agrees that the Hospital Administration has the right to govern all aspects of operating the Hospital and to direct its entire work force at all times. The Union agrees it will not disrupt or interfere with the sole and exclusive right and responsibility of Administration to manage and operate the Hospital.

4.2 The management of the Hospital and its operation, the direction of the work force, including the right to hire, promote, demote, suspend, transfer, discharge or discipline for cause; and the right to maintain discipline and efficiency of its employees, and the right to relieve employees because of a lack of work or for other legitimate reasons; and the right to determine the extent to which the Hospital shall be operated, the number, location, type and quantity of facilities and installations; and the right to introduce new or improved methods of operation, procedures or equipment, including the determination of the quality and quantity of services, the control of materials, tools and equipment to be used, the elimination of any services, materials or methods of operation, and the institution of technological changes, materials, supplies, equipment and tools; and the right to determine the assignment, scheduling and size of the work force, including the number of shifts to be worked, the hours of the shifts, starting and quitting time and the method of training employees; and the right to assign work to outside contractors and to eliminate; change or consolidate jobs, classes, shifts and operations; and the right to implement a dress code and/or uniform; and the right to enact hospital policies, reasonable rules

and regulations which are not in conflict with this Agreement, are vested exclusively in the Employer. The Employer, on its own behalf and on behalf of its board and Administration, hereby retains and reserves unto itself, without limitation, all powers, rights, authority, duties and responsibilities conferred and vested in it under the laws and constitution of the State of Illinois and the United States.

The above rights of management are not all inclusive, but indicate the type of matters or rights which belong to and are inherent to management. Any of the rights, powers or authority the Hospital had prior to the signing of this Agreement are retained by the Hospital, except those specifically abridged, delegated, granted to other, or modified by this Agreement and any supplementary agreements that may hereafter be made.

4.3 An employee covered by this Agreement shall immediately proceed to carry out any reasonable order or instruction given him by the Hospital unless his doing so would obviously jeopardize the health or safety of himself or others beyond any such risks which may be inherent in the work of this classification. He shall raise any question he has as to the Hospital's right to give him the order or instruction only after he carries out the order or instruction, and his question must be based on a reasonable and sensible reading of a specific provision, or specific provisions, of this Agreement.

4.4 The Hospital shall notify the Union when it plans any new hires or fills any vacancies and shall give the Union an opportunity to recommend reliable and competent candidates for employment.

ARTICLE V

GRIEVANCE PROCEDURE

5.1 "Grievance" as used in this Agreement is limited to a complaint or request of an employee, Union or the Employer which involves the interpretation or application of, or compliance with, the provisions of this Agreement; provided such complaint is encompassed within the terms of this Agreement.

5.2

- Step 1 The aggrieved employee, at his or her option, with or without the Steward, may discuss the grievance orally with the Department Head. Failing to resolve the matter, the Steward will submit the grievance in writing to the aggrieved employee's Department Head within five (5) working days after the incident that caused the grievance. The Department Head will review the grievance and give a written determination within five (5) working days from the date it is received by the Department Head.
- Step 2 If a satisfactory settlement is not obtained in Step 1, the Steward and Union Business Representative will submit the written grievance within five (5) working days of receipt of the written determination in Step One to the Division Administrator. The Division Administrator will review the grievance and give a written determination within five (5) working days from the date it is received by the Division Administrator.

Step 3 If a satisfactory settlement is not obtained in Step Two, the Steward, and Union Business Representative will submit the written grievance within five (5) working days of receipt of the written determination in Step Two, to the CEO/President or his designee. The CEO/President or designee shall render his decision within ten (10) working days.

Step 4 If a satisfactory settlement is not obtained in Step 3, the Union Business Representative may request the grievance be submitted to arbitration. Written notice of the desire to arbitrate must be received by the opposite party within ten (10) calendar days after the Step 3 decision has been rendered.

5.3 The parties themselves shall mutually agree upon an arbitrator to hear and render a decision on grievances submitted to arbitration within five (5) calendar days after the Step 4. The arbitrator shall be selected by the parties from a panel submitted by the Federal Mediation and Conciliation Service composed of seven (7) members of the National Academy of Arbitrators. Either party may reject one entire panel. The arbitrator shall be chosen by the parties alternately striking names on the panel with the Union starting first. The fees and expenses of the arbitrator shall be borne equally by the parties. The award of the arbitrator hereunder shall be final, conclusive and binding upon the hospital, the union and the employees. The arbitrator shall have jurisdiction only over disputes arising out of grievances, as defined in 5.1 of this agreement and he shall have no power to add to, subtract from, or modify in any way any of the terms of this agreement.

5.4 The arbitrator shall first determine the arbitrability of any issue submitted. The aggrieved party shall propose in writing a statement of the issue involved, and the parties shall attempt in good faith to agree upon a joint submission of the issue. Absent such agreement, each party shall submit to the arbitrator its own statement of the issue.

5.5 Any decision on any grievance not appealed by the Union, or the Hospital within the designated time limits from one step to the next shall be considered satisfactorily and completely settled on the basis of the last decision and shall not be subject to further appeal. Time limits may be extended by mutual agreement.

ARTICLE VI

HOURS OF WORK AND OVERTIME

6.1 This Article defines the normal hours of work and the basis for the calculation of overtime and neither shall be construed as a guarantee of hours of work per day, per week nor per pay period.

6.2 If the employer changes the employees work schedule by providing less than five (5) days' notice, the employee will be given the option to work the assigned eight hour shift in addition to the additional hours scheduled by the employer. In either situation payments will be made in accordance with the overtime provisions in Article 6.5. The employer, upon notifying the employee of the change of schedule, shall first permit the schedule change to be worked on a voluntary basis and, if there is no volunteer then such work shall be assigned to the employee with the least seniority on a rotating basis, if qualified. It is not the intent of the employer to change an employee's work schedule indiscriminately, but only for valid reasons. The employee shall be permitted at least ten hours between shifts. Employees working second shift in the Bio-

Med shop, when starting call week, may work their regular hours on Friday and return to work on Saturday morning's.

6.3 The normal pay period shall begin at 12:00 a.m. (midnight) Sunday morning and shall continue for the following three hundred thirty-six (336) hours. The normal workday shall consist of eight and one-half (8 1/2) hours including a thirty (30) minute unpaid meal period.

6.4 For every eight (8) hour period worked, an employee may take a break of twenty (20) minutes duration. Such break cannot be used to offset coming to work late, leaving work early, or to extend the meal period.

6.5 Time-and-one-half an employee's regular hourly pay shall be paid for all hours worked in excess of forty (40) hours in a work week. Overtime shall be calculated on actual time worked. Non Productive hours will not be tabulated in overtime hours. Mandatory in-service training hours will be considered as hours worked for the purpose of computing overtime.

6.6 There shall be no pyramiding or duplication of compensation by reason of daily or weekly or pay period overtime or holiday pay or other premium pay under any provision of this Agreement. It is understood, however, that with this limitation the method of payment which gives the greatest amount will be followed.

6.7 In emergency situations, employees may be required to be available for work on short notice at any hour. Days and/or hours when an employee is scheduled to be on call will be assigned as much in advance as possible by the immediate manager.

6.8 Employees on call will be assigned a pager and must: (1) be available and able to work during the entire on-call period; (2) acknowledge receipt of the page from the hospital

immediately; and, (3) report to work within 30 minutes following receipt of the page.

6.9 An employee unable to acknowledge a message or report to work while on call will forfeit entitlement for on-call pay and will be subject to appropriate disciplinary action.

6.10 When an employee is called in, eligibility for payment of services will begin upon arrival at work and will cease upon completion of the work. Travel time is not considered as time worked for compensation purposes.

6.11 If an employee begins on-call duty immediately following a scheduled work shift, the employee will start receiving call pay at the end of the regular shift, regardless of whether the employee has left the hospital.

6.12 Employees will be compensated at \$3.50 per hour while on call. At such time, during the course of this contract, if the call pay per hour increases or decreases for all other hospital employees such increase or decrease will become part of this contract.

6.13 After reporting to work, while on-call, an employee will be compensated one and one-half times the regular hourly rate of pay for each hour worked, with a minimum payment of two hours. At such time, during the course of this contract, the provisions of Section 6.14 change for all other Hospital employees, these revised provisions will become part of this contract. The two-hour minimum does not apply to “call worked” hours that immediately precede or follow a normal work shift. Employees who are called in multiple times must have a minimum two hours between clockings to receive the minimum payment of two hours.

6.14 Employees reporting to work while on-call during a holiday will be paid at one and one-half (1.5) times the regular hourly rate of pay for each hour worked.

6.15 Employees who work on a designated holiday will receive holiday pay. Holiday pay is defined as the number of hours actually worked at one and one-half (1.5) times the employee's regular rate of pay. Time and one-half (1.5) will be paid only on those hours worked during the actual holiday parameters of 12:00 a.m. on the calendar holiday and end at 12:00 a.m. of the following day.

6.16 Both the Hospital and Union agree to abide by Fair Labor Standards Act (FLSA).

ARTICLE VII

PAID TIME OFF/EXTENDED ILLNESS BANK/SHORT TERM DISABILITY

7.1 Employees of the bargaining unit will participate in St. John's Hospital's Paid Time Off/Extended Illness Benefit/Short Term Disability program on the same basis as all other employees in the Hospital.

7.2 If an employee applies for paid time off to which he knows he is not entitled under this Article, he will be subject to disciplinary action up to and including immediate discharge.

7.3 So far as possible, earned paid time off will be granted during the time selected by the employee in accordance with the procedure hereinafter set forth, but final determination shall be left to the Employer in its sole discretion in order to assure orderly operation of its facilities. An employee must request time off, as far in advance as possible, from his supervisor who will consult with his Foreman. The supervisor may limit or prohibit any employee from taking full or partial time off during particular periods based on hospital needs. The supervisor is responsible for scheduling time off and resolving any conflicts.

ARTICLE VIII

WAGES AND SHIFT DIFFERENTIAL

8.1 Effective June 1, 2022, the wage rates of employees will be as set forth on Attachment A.

8.2 Eligible employees who work the second or third shift will receive shift differential pay.

8.3 A shift differential will be paid to employees working evening and night shifts. An additional amount of \$1.50 per hour will be paid for evening shift and \$2.00 per hour for night shift. For purposes of definition:

Shift differential will be paid only for those hours worked during the actual shift parameters. Evening shift will be recognized from 3:00pm to 11:00pm and night shift will be recognized from 11:00pm to 7:00am. Colleagues must work a minimum of four hours during the evening or night shift to receive shift differential

Evening and night shift employees who attend in-service training occurring on the day shift are eligible for shift differential only if attendance is required by the immediate manager and the meeting/training is away from the hospital. At such time, during the course of this contract, the maximum shift differential per hour increases or decreases for all other Hospital employees, such increase or decrease will become part of this contract.

8.4 An evening or night shift employee who is requested or required to begin work prior to the start of their regular shift, or who must substitute on a day shift, will not receive their regular shift differential for all additional hours worked on that shift.

8.5 An employee who is "on-call" and is called in to work will receive shift differential if the call shift is inclusive of a shift differential.

8.6 . Colleagues will only receive the differential on actual hours worked during the shift differential parameters listed above. Shift differential will not apply to non-worked hours, such as PTO, PTO Cash, EIB and Bereavement Time Off.

8.7 For Non-Certified BMET, remove 60% first level pay scale and add 90% level to the top scale.

ARTICLE IX

JURY DUTY

9.1 Any employee who is called upon for jury duty by either the State or Federal Courts, must inform the supervisor as soon as possible. The supervisor will then arrange necessary time off.

9.2 Employees must, upon receipt, present to the Payroll Department a copy of the check stub from the court stating the amount paid while serving as a juror. This amount will be deducted from the next paycheck.

9.3 If an employee is excused by the court, the employee must contact the supervisor concerning returning to work as soon as possible. If an employee does work any hours during the same day as serving as a juror, the hours spent at the court should be noted, as jury duty, on the appropriate time recording record which may be computed for purposes of determining overtime period.

ARTICLE X

FUNERAL LEAVE

10.1 A colleague who is budgeted to work 32 hours per pay period may be paid for up to three scheduled days' bereavement time (within one week of death or service) for immediate family members.

10.2 Immediate family members include: Spouse, Child, Parent, Brother, Sister, Grandchild, Grandparent, Mother-in-law, Father-in-law, Brother-in-law, Sister-in-law, Daughter-in-law, Son-in-law, Spouse's grandparent, Stepmother, Stepfather, Stepsister, Stepbrother, Stepchild/children, Great Grandparents, and Legal Guardian.

10.3 One day of funeral leave will be provided for: Aunt, Uncle, Niece, and Nephew.

10.4 Additions to the definitions of immediate family members may be reviewed on a case-by-case basis and must be approved by the local ministry's Human Resources.

10.5 Bereavement pay will not be granted for any normally scheduled day off. Bereavement time will be substituted for any PTO, STD, FML or EIB time that a colleague is already using.

10.6 Accrued PTO or non-paid leave (if no accrued PTO is available) may be used in addition to bereavement time. This time must be requested by the colleague and approved by the immediate leader. A colleague is entitled to bereavement time at the colleague's base rate of pay

ARTICLE XI

FLEXIBLE BENEFIT INSURANCE PROGRAM,

TAX SHELTERED ANNUITIES,

11.1 Except as expressly provided, modified or restricted by a specific provision of this Agreement, employees may participate in the Hospital flexible benefit plan and tax-sheltered annuity purchase program in the same manner as do all other employees of the Hospital.

11.2 Employees in the bargaining unit shall be provided with a flexible benefit insurance plan selected by the employer covering employees and dependents and shall receive the same insurance benefits at the same premium levels and costs as other hospital employees.

In the event that the Employer desires or determines to change or modify the existing flexible benefit insurance plan, the Employer shall provide the Union with reasonable advance written notice of any such change in benefits, premiums or costs and shall be available to discuss the change with the Union's representative. After providing notification to the Union, the Employer is free to implement the changes for Bargaining Unit employees at the same time and on the basis as for other hospital employees covered by the flexible benefit insurance plan.

ARTICLE XII

PENSION PLAN

12.1 NECA-IBEW Pension Trust Fund – Employer agrees to be bound by the Agreement and Declaration of Trust entered into March 14, 1972 establishing the NECA-IBEW Pension Trust Fund and by any amendments to said Trust Agreement.

(a) Trustees – Employer irrevocably designates as his representative among the Trustees of said fund such Trustees as are named in said Agreement and Declaration of Trust as Employer Trustees. Together with their successors selected in the manner provided in said Agreement and Declaration of Trust as that document may be amended from time to time.

(b) Contributions – The Employer shall contribute into the NECA-IBEW Pension Trust Fund effective June 1, 2022 an amount equal to eighteen percent (18%) of the Employee's straight time base wage for each hour paid for all employees covered by this agreement. Contributions shall be made on or before the Fifteenth (15th) of the month following the month for which they are due.

(c) Termination – Employer who fails to remit regularly and fails to show satisfactory proof that delinquent payments have been paid shall be subject to having this Agreement terminated after seventy-two (72) hours notice in writing has been served by the Union.

ARTICLE XIII

SENIORITY, LAYOFF AND RECALL

13.1 Seniority means length of continuous employment from an employee's last date of hire with the Hospital in a position covered by this Agreement, and shall mean at all times herein departmental seniority.

13.2

(a) The seniority list on date of this Agreement will show the names and job titles of all employees of the unit entitled to seniority.

- (b) The employer will keep the seniority list up to date at all times.

13.3 An employee shall lose his seniority and employment with the Hospital for the following reasons:

- (a) He quits.
- (b) He is discharged and the discharge is not reversed through the procedure set forth in this Agreement.
- (c) He is absent for two (2) consecutive scheduled shifts without notifying the Employer.
- (d) Failure to return to work when recalled from layoff.
- (e) Accepting other employment while on leave of absence.
- (f) Failure to return from approved leaves of absence will be treated the same as (c) above.
- (g) When layoff reaches the same length as the period of seniority or six (6) months, whichever is shorter.

LAYOFF

13.4

- (a) The word "layoff" means a reduction in the working force.
- (b) In the event it becomes necessary for layoff, the employer shall meet with the proper Union representatives prior to the effective date of layoff. At such meeting, the employer shall submit a list of the number of employees scheduled for layoff, their names, seniority, job titles and work locations. At the same time, those employees

scheduled for layoff shall also be notified. The employer may then proceed with the implementation of the layoffs.

(c) Employees to be laid off for an indefinite period of time will receive at least fourteen (14) calendar days' prior notice.

(d) A reduction in the work force caused by layoff or a permanent position elimination, will be accomplished on the basis of seniority with the least senior employee being laid off first.

(e) Seniority will accumulate only during the first thirty (30) days when the employee is on layoff or leave of absence. Thereafter, seniority will not accumulate during time when the employee is on layoff or leave of absence. At no time will benefits accrue while an employee is on layoff or leave of absence.

RECALL PROCEDURE

13.5 If the work force is increased after a layoff, employees will be recalled according to seniority with the most senior employee being recalled first.

ARTICLE XIV

LEAVES OF ABSENCE

14.1 Educational, Personal, Military

(a) Leaves of absence applied for in writing and approved in writing by the department head and Human Resources shall be for no longer than three (3) calendar months, unless specifically indicated hereunder that the leave period may be for more than three (3) months.

(b) Upon conclusion of an approved leave of absence, the employee will be returned to his former position, shift and rate, if such position is still available, provided the terms of this Article are complied with in full; provided further, however, that an employee returning from an approved medical leave of absence greater than six (6) months or other approved leave of absence greater than six (6) months will be returned to his former position, shift and rate, if such position is still available; if it is not then the employee shall displace the least senior employee in the bargaining unit.

(c) Employees wishing to return to work at any time during or at expiration of approved leave, must give at least fourteen (14) calendar days' notice of desire to return.

(d) Employees returning from approved leave may be required to provide medical evidence of physical fitness to return, and may be required to have a physical examination as provided under Article XVII of this Agreement.

(e) Unpaid leave time will be excluded in computing Paid Time Off/Extended Illness Bank unless indicated otherwise.

(f) An Educational Leave of Absence may be granted if the proposed education will develop the employee's skills and will be beneficial to the hospital. Educational leave will be granted for up to one (1) year at a time and may be extended in increments of up to one (1) year at a time by the supervisor. An employee may be allowed to work part-time during an educational leave of absence.

(g) An employee who is a member of a military reserve organization or National Guard unit may be entitled to various types of leaves using either accrued paid leave time or without pay. An employee may be entitled to a position with the hospital

following completion of a military assignment based on state and/or other legal obligations concerning such a leave.

(h) The employee must be available to return to work within thirty (30) days of completion of extended military service. Failure to do so will be considered a resignation of employment.

(i) A copy of the employee's military service orders must be given to the supervisor for filing in the Human Resources Department prior to the leave.

(j) An employee associated with National Guard or reserve units who request military service leave for time in addition to normal monthly weekend duty and a normal (approximate two (2) week) annual training must state in writing why such leave is necessary. Requests for leave in excess of twenty-two (22) work days per year will generally require the employee to use accumulated Paid Time Off.

14.2 **Sick Leave**

(a) Leave of absence for personal illness or injury when applied for and approved by the Department Head and Human Resources in conformity with the requirements of Section 15.1 of this Article, and medically substantiated, will be approved for up to three (3) calendar months.

(b) Under extenuating circumstances, where supported by medical evidence, the leave time may be extended to three (3) additional months, but such extension will not apply if medical prognosis indicates that return to work at any future date is questionable.

(c) EIB will be paid only to the extent of EIB accrual if requested by the employee during any approved sick leave of absence.

(d) Notwithstanding any other provisions of this Agreement, any employee returning from an approved medical leave must provide medical evidence of physical fitness to return and shall be required to pass a physical examination by the Hospital Employee Health Service physician prior to return to duty.

ARTICLE XV

PROBATIONARY AND TEMPORARY EMPLOYEES

15.1 Employees shall be classified as probationary employees during the first ninety (90) calendar days of their employment. Employees who terminate their employment with the Hospital and are thereafter rehired shall be classified as probationary employees during the first ninety (90) calendar days following the date of their re-employment. Probationary employees are not covered under this agreement.

15.2 During the probationary period, supervision will determine whether the probationary employee has demonstrated that he is qualified to become a regular employee.

15.3 A temporary Employee is an Employee hired to work, full or part time, normally for a period up to six (6) months or for longer than six months if the parties agree.

The temporary Employee and the Union shall be informed by Employer at the time of hire of the Employee's temporary status. Temporary Employees are not covered under this agreement.

15.4 If a temporary employee attains regular employment status, he shall automatically be covered under this agreement. Upon becoming a regular employee, his seniority shall date back to his date of hire as a temporary employee and his probationary period shall be waived.

15.5 Any decision involving the employment or continued employment of probationary employees or extension of the probationary period is entirely within the discretion of the Hospital; provided that the Hospital may extend the probationary period of an employee beyond the initial ninety (90) day probationary period, in increments of thirty (30) days, totalling a maximum of an additional ninety (90) days if the employee agrees to such extension. The decision to extend the probationary period shall be made by the end of the 90th day; the 120th day; and the 150th day. In situations involving extension of the probationary period, the Hospital recognizes that it is in the best interest of the Department and the employee to make its determination within the shortest time period.

15.6 At any time during the probationary period, the Hospital shall have the right to terminate the employment of any probationary employee. Such decision to terminate is final. There will be no recourse to any step of the grievance procedure provided in this Agreement.

ARTICLE XVI

HEALTH AND SAFETY REQUIREMENTS

16.1 Prospective employees, employees returning from approved leave of absence and rehired employees may be required to have a physical examination by a Hospital-appointed physician, prior to beginning work.

16.2 Physicals are to be performed in keeping with the procedures, tests and examinations identified by the Hospital. Physicals will be paid for by the Hospital.

16.3 The Employer shall be responsible to furnish safety and protective equipment as required by regulatory agencies. On all energized circuits or equipment carrying 440 volts or over, as a safety measure two (2) journeymen employees shall be assigned to perform the work.

ARTICLE XVII

DISCIPLINE AND SEPARATION FROM EMPLOYMENT

17.1 An employee may receive a reprimand for inefficiency, improper conduct or violation of Hospital rules, regulations or practices. Such reprimand will be written and placed in the employee's personnel file and a copy of such reprimand will be given to the employee.

17.2 The Employer may discipline up to and including discharge any employee for cause without warning or notice. The Hospital and the Union agree that the following may be considered cause which permits the Hospital to discharge an employee summarily:

- (a) Intoxication, drinking or being in an inebriated condition on the job.
- (b) Dishonesty and/or theft;
- (c) While on duty or on the Hospital premises, deliberate misconduct or gross negligence which results in damage or harm to any person or property;
- (d) Use, possession or sale of controlled substances or alcohol on Hospital property without proper medical authorization;
- (e) Giving out confidential information to unauthorized people;

- (f) Immoral conduct or serious misconduct on Hospital premises;
- (g) Incompetency;
- (h) Repeated absence, tardiness or carelessness;
- (i) Willful neglect of one's duty including sleeping while on duty; and
- (j) Insubordination.

17.3 The Employer can propose rules and regulations regarding discharge, which specifically may include conditions or circumstances constituting cause, in addition to those defined in Section 17.2 above. Such rules and regulations shall be mailed by the Employer to the Local Business Manager. If the Union does not file with the CEO/President a written objection within fifteen (15) calendar days of receipt of such rules and regulations, then the rules and regulations shall be deemed to have been approved by the Union.

If written objections are filed, the parties shall negotiate regarding the proposed rules and regulations. If such negotiation does not result in agreement within fifteen (15) calendar days of the receipt by the Hospital of the Union's written objections, the rules and regulations will be implemented as originally proposed subject to the grievance and arbitration procedure.

17.4 All employees shall give at least two (2) working weeks written notice of resignation to the Department Head prior to termination of employment.

ARTICLE XVIII

MISCELLANEOUS

18.1 Address and Telephone Number

All employees shall furnish to their Department Head or in his absence to the employee's

immediate supervisor a telephone number and an address where they may be reached. Notices or communications to such number or address shall satisfy all requirements for notice under this Agreement. Where requested, the telephone number and address will be kept confidential.

ARTICLE XIX

STRIKES AND WORK INTERRUPTIONS

19.1 The parties to this Agreement mutually recognize that the services performed by the employees covered by this Agreement are essential to the public health, safety and welfare. The Union agrees that there shall be no interruption of these services, by the employees it represents. The Union further agrees that for the duration of this Agreement that it shall not cause, authorize, sanction nor permit the employees it represents to engage in any concerted action or failure by them to report for duty or work overtime, nor shall they absent themselves from their work, not abstain in whole or in part from the full, faithful and proper performance of the duties of their employment. The Union further agrees that there shall be no strikes, picketing, sit-downs, stay-ins, slow-downs, stoppage of or refusal to perform bargaining unit work.

19.2 Any employee who participates in or promotes a strike, work stoppage, picket line, slow-down, secondary boycott or any other action in violation of this section, may be disciplined up to and including discharge for such action.

19.3 When the Union receives notice that any strike, sit-down, work stoppage or any other act that constitutes a violation of this provision is occurring or is threatened, the Union shall take immediate positive action to stop or prevent the same. The Union will advise and confirm to all employees participating in the violation, that they are subject to disciplinary action

up to and including discharge. The Union will take such further steps as may be required to terminate or prevent any further violation.

19.4 There will be no lock-out by the Hospital during the term of this Agreement.

ARTICLE XX

PERFORMANCE EVALUATIONS, CERTIFICATION AND LICENSURES

20.1 All employees shall be subject to such annual performance evaluations as are required by The Joint Commission (TJC). When employees are evaluated for technical performance, the person conducting the evaluation shall consult with the foreman/senior Electronic Tech to evaluate such technical performance. The employee will be shown all completed evaluation forms for the employee's comments and signature prior to filing in the personnel file, and a copy will be given to the employee. Evaluations will not affect an employee's compensation. Performance evaluations will not be used as a tool to administer disciplinary action.

20.2 Employees are responsible to provide the Department Head with current licensure, certification, journeyman status, evidence of competency and training where appropriate.

ARTICLE XXI

DRUG TESTING

21.1 The dangers and costs which alcohol and other chemical abuses can create in the electrical contracting industry in terms of safety and productivity are significant. The parties to

this agreement resolve to combat chemical abuse in any form and agree that to be effective, programs to eliminate substance impairment should contain a strong rehabilitation component. The parties recognize the employer's right to adopt and implement a drug and alcohol policy subject to all applicable laws and regulations, procedural safeguards, scientific principles, and legitimate interests of privacy and confidentiality. However, the union reserves the right to negotiate regarding the terms of the employer's policy before the policy is implemented by the employer. When drug and alcohol testing is performed, all testing shall be conducted in accordance with the procedures outlined in the aforementioned policy.

21.2 The Hospital reserves the right to require employees to submit to a drug screen when the employee's conduct, behavior or action (which is thereafter documented) indicates that the employee may be under the influence of a substance, including alcohol, narcotics, drugs or controlled substances, which could affect the employee's ability to perform his or her job appropriately. This screening shall be done by an independent accredited laboratory.

If an employee refuses to submit to a drug screen, the employee will be subject to disciplinary action, up to and including discharge.

21.3 The employees shall be subject to random drug testing if/when the hospital's non-bargaining employees are subject to such testing.

ARTICLE XXII

DRESS CODE

All colleagues will maintain a clean, neat, well-groomed and professional appearance and attire that is appropriate to the requirements of their position and department. Colleagues must also maintain good personal hygiene. Certain attire is not appropriate, such as blue denim.

Occasionally, special projects or events may require temporary exceptions.

Colleagues who appear for work inappropriately groomed or dressed may be sent home and directed to return to work in a timely manner properly groomed and attired. Under such circumstances, non-exempt colleagues will not be compensated for the time away from work.

Nothing in this article is intended to infringe upon the rights of a colleague to dress as required by a recognized religious order, as long as a colleague's attire is reasonable and does not violate State Health Codes or other rules imposed by regulatory agencies.

Employer has a uniform policy. Employer will provide each colleague with uniforms and will be responsible for the maintenance and laundry of the uniforms at no cost to the colleague.

ARTICLE XXIII

TERM OF AGREEMENT

This Agreement shall be effective June 1, 2022 and shall continue in effect through and including May 31, 2025 and from year to year thereafter unless at least ninety (90) days prior thereto written notice of desire to terminate or to make changes in this Agreement is served by either party upon the other.

IN WITNESS WHEREOF, the parties hereto have caused their names to be subscribed hereto by their duly authorized officers and representatives this 23 day of May, 2022.

ST. JOHN'S HOSPITAL

DocuSigned by:
By: Allison Paul
2022/05/23 11:56:12 EDT

Interim President and CNO SJS
5/23/2022 | 11:56:12 EDT

LOCAL UNION 193, I.B.E.W.

By: Neil Henry
Business Mgr

APPROVED
INTERNATIONAL OFFICE - I.B.E.W.

June 7, 2022

Lonnie R. Stephenson, Int'l President
This approval does not make the
International a party to this agreement

ATTACHMENT A

Pension Contribution percentage: 18% + \$1.95

| | | |
|--------------|------------|--------|
| Raise Amount | 06/01/2022 | \$1.54 |
| Raise Amount | 06/01/2023 | \$1.58 |
| Raise Amount | 06/01/2024 | \$1.63 |

Electricians, Electronic Technicians

| | Base Wage | Pension Contribution | Hourly Wage |
|------------|--------------|-------------------------|----------------|
| 06/01/2022 | \$52.79 | \$11.45 (9.50+1.95) | \$41.34 |
| 06/01/2023 | \$54.37 | \$11.74 (9.79+1.95) | \$42.63 |
| 06/01/2024 | \$56.00 | \$12.03 (10.08+1.95) | \$43.97 |

General Foreman

(Electricians wage + \$3.50)

| | Base Wage | Pension Contribution | Hourly Wage |
|------------|--------------|-------------------------|----------------|
| 06/01/2022 | \$56.29 | \$12.08 (10.13+1.95) | \$44.21 |
| 06/01/2023 | \$57.87 | \$12.36 (10.41+1.95) | \$45.51 |
| 06/01/2024 | \$59.50 | \$12.66 (10.71+1.95) | \$46.84 |

Foreman - Electrical, BMET, Electronics Technician (Electricians wage + \$2.50)

| | Base Wage | Pension Contribution | Hourly Wage |
|------------|--------------|-------------------------|----------------|
| 06/01/2022 | \$55.29 | \$11.90 (9.95+1.95) | \$43.39 |
| 06/01/2023 | \$56.87 | \$12.19 (10.24+1.95) | \$44.68 |
| 06/01/2024 | \$58.50 | \$12.48 (10.53+1.95) | \$46.02 |

ATTACHMENT A

BMET Certified

| | Base Wage | Pension Contribution | Hourly Wage |
|------------|-----------|----------------------|-------------|
| 06/01/2022 | | | |
| 72% | \$38.01 | \$8.79 (6.84+1.95) | \$29.22 |
| 77% | \$40.65 | \$9.27 (7.32+1.95) | \$31.38 |
| 82% | \$43.29 | \$9.74 (7.79+1.95) | \$33.55 |
| 87% | \$45.93 | \$10.22 (8.27+1.95) | \$35.71 |
| 95% | \$50.15 | \$10.98 (9.03+1.95) | \$39.17 |
| 100% | \$52.79 | \$11.45 (9.50+1.95) | \$41.34 |
| 06/01/2023 | | | |
| 100% | \$54.37 | \$11.74 (9.79+1.95) | \$42.63 |
| 06/01/2024 | | | |
| 100% | \$56.00 | \$12.03 (10.69+1.95) | \$43.97 |

BMET Non-Certified

| | Base Wage | Pension Contribution | Hourly Wage |
|------------|-----------|----------------------|-------------|
| 06/01/2022 | | | |
| 65% | \$34.31 | \$8.13 (6.18+1.95) | \$26.18 |
| 70% | \$36.95 | \$8.60 (6.65+1.95) | \$28.35 |
| 75% | \$39.59 | \$9.08 (7.13+1.95) | \$30.51 |
| 80% | \$42.23 | \$9.55 (7.60+1.95) | \$32.68 |
| 85% | \$44.87 | \$10.03 (8.08+1.95) | \$34.84 |
| 90% | \$47.51 | \$10.50 (8.55+1.96) | \$37.01 |
| 06/01/2023 | | | |
| 90% | \$48.93 | \$10.76 (8.81+1.95) | \$38.17 |
| 06/01/2024 | | | |
| 90% | \$50.40 | \$11.02 (9.07+1.95) | \$39.38 |

ATTACHMENT B

AUTHORIZATION
WORKING DUES DEDUCTION

I DO HEREBY AUTHORIZE ST. JOHN'S HOSPITAL TO DEDUCT OUT OF EARNED WAGES BY ME WHILE EMPLOYED BY THE ABOVE ST. JOHN'S HOSPITAL, A DEDUCTION EACH WEEK OF 4% OF MY GROSS EARNINGS. THESE DEDUCTIONS TO BE FORWARDED TO LOCAL 193, IBEW, 3150 WIDE TRACK DRIVE, SPRINGFIELD, ILLINOIS 62703.

FEES, DUES AND ASSESSMENTS COVERED BY THIS AUTHORIZATION ARE NOT DEDUCTIBLE AS CHARITABLE CONTRIBUTIONS FOR FEDERAL INCOME TAX PURPOSES.

NAME

DATE

SOCIAL SECURITY NUMBER