COLLECTIVE BARGAINING AGREEMENT BETWEEN

granditasca

and

Council 65
AFSCME
Minnesota, South Dakota, North Dakota

REPRESENTING:
Clerical Employees
LOCAL UNION # 455-2

August 1, 2020 to July 31, 2023

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This Agreement is by and between Grand Itasca Clinic & Hospital, a Minnesota non-profit corporation, the "Employer," and the American Federation of State, County and Municipal Employees, AFL-CIO, Minnesota Council 65, Local Union No. 455, the "Union."

Having collectively bargained with respect to the employees' wages, hours, and other terms and conditions of employment, the parties agree as follows:

ARTICLE 1 -- PURPOSE OF AGREEMENT

It is the intent and purpose of the parties to set forth the basic agreement covering rates of pay, hours of work, and conditions of work and employment, so as: (1) to obtain and insure an adequate and competent work force; (2) to promote and insure orderly and harmonious relations, cooperation and understanding between the Employer and the employees; and (3) to achieve the highest level of employee performance in promoting efficient and progressive medical care.

The provisions of this Agreement constitute the sole procedure for the processing, and settlement of any claim by an employee or the Union of a violation by the Employer, or of any claim by the Employer of a violation by the Union of this Agreement. As the representative of the employees, the Union may process grievances through the grievance procedure including arbitration in accordance with this Agreement or adjust or settle the same.

ARTICLE 2 -- RESPONSIBILITIES OF THE PARTIES

Each of the parties to this Agreement hereby acknowledges the rights and responsibilities of the other party and agrees to discharge its responsibilities under this Agreement. The Employer, including its officers, administrators, and representatives at all levels, is firmly bound to observe the conditions of this Agreement. The Union, including its officers and representatives, and all employees are firmly bound to observe the conditions of this Agreement. The applicable procedures of this Agreement shall be followed for the settlement of all grievances. All grievances shall be considered carefully and processed promptly in accordance with such procedures. It shall be the policy of the Employer and the Union that any Union member may have Union representation, if the Union member feels it is necessary, when conferring with management.

ARTICLE 3 – SUPERSEDURE

This Agreement supersedes and replaces all other collective bargaining and other employment agreements, if any, verbal, written, express or implied, between and among the Employer, the Employer's predecessor, the employees, and the Union. Neither party shall be bound by, and neither party shall be able to invoke, any actual or alleged past practice or precedent occurring prior to the date of execution of this Agreement.

ARTICLE 4 – RECOGNITION

The Employer recognizes the Union as the exclusive representative for all collective bargaining purposes with respect to rates of pay, wages, hours of employment, and other conditions of employment in the bargaining unit comprised of all full-time and regularly scheduled part-time and casual clerical, departmental secretaries, patient account representatives; health information secretaries, HIS assistants, patient billing, accounts payable, receptionists, scheduling secretaries, staffing secretaries, switchboard/admitting, switchboard operators, call center schedulers, transcriptionists, coordinators, data processors, cashiers, financial counselors, biller/secretary; secretary biller; and diabetes education secretary employed by Grand Itasca Clinic & Hospital; excluding technical employees, service and maintenance employees, RNs, professional employees managerial employees, confidential employees, guards and supervisors as defined in the Act, and all other employees.

New job classifications created after the execution of this Agreement may be included in the bargaining unit by agreement of the parties. Failing agreement, the party desiring inclusion of the new job classification in the bargaining unit may petition the National Labor Relations Board to decide the issue.

The term "employee" as used in this Agreement shall be construed to include only the classifications of employees expressly covered by this Article.

The Employer shall not enter into any agreement with any employee or group of employees which in any way conflicts with the provisions of this Agreement, or with the role of the Union as the exclusive representative for collective bargaining purposes, without first affording the Union the opportunity to be heard on the matter.

ARTICLE 5 -- UNION MEMBERSHIP AND DUES CHECKOFF

All employees of the Employer subject to the terms of this Agreement shall, as a condition of continued employment, become and remain members in the Union, and all such employees subsequently hired shall become members of the Union within thirty-one (31) calendar days, within the requirements of the National Labor Relations Act. Union membership is required only to the extent that employees must pay either (i) the Union's periodic dues, or (ii) service fees, which in the case of a regular service fee payer shall be equal to the Union's periodic dues, and in the case of an objecting service fee payer shall be the proportion of the initiation fees and dues corresponding to the proportion of the Union's total expenditures that support representational activities.

Upon written authorization from the employee, the Employer shall deduct such fees and dues, and other Union approved deductions from the employee's paycheck and remit all such deductions to the Union monthly, along with a list of employee names and the amount deducted. Union dues shall be deducted no later than the first pay period after the employee's first thirty (30) working days of service. The Union president shall be notified of new bargaining unit hires within the first ten (10) days of their employment to allow introduction of the Union and enrollment into the Union.

The Union agrees to defend, indemnify, and hold the Employer harmless from and against any and all claims, suits, orders, or judgements brought or issued against the Employer arising out of or related to this article.

Union business agents shall have reasonable access to the Employer's premises for purposes of conducting Union business. Such access, however, shall not interfere with the employees' performance of their work duties.

The Employer shall make a bulletin board available to the Union for the posting of Union meeting notices and similar communications to employees.

ARTICLE 6 – TIME OFF FOR UNION BUSINESS

Any employee elected by the Union to represent such Union at International or State meetings, or other official Union business. And which requires his or her absence from duty, shall be allowed to attend such meetings without compensation provided that notice of the contemplated absence is given to the department head before the posting of the schedule for the work period involved and provided that such absence will not be detrimental to patient care. Absences under the terms of this provision shall be limited to: One (1) International meeting every other year (five (5) days plus travel time); one (1) state meeting every year (three (3) days plus travel time); seven (7) executive board meetings each year (one (1) day plus travel time); one (1) AFL-CIO state convention every other year (three (3) days plus travel time).

ARTICLE 7 – PAY FOR UNION ACTIVITIES

If the employer arranges meetings with Union officers or members to occur during the shift they are scheduled to work, the Employer shall pay such officers or member their regular rate of pay during the time spent in said meetings. The obligation to make such payment shall extend to a maximum of three (3) Union officers or members; provided, however, that the employees shall give their supervisors reasonable notice of such time off in order to adjust workloads or provide for a temporary substitution.

Time spent by employees in contract bargaining shall be unpaid time but will be considered benefit time. Providing there is no interference with work, incidental conversations between on-duty union officers and the Employer concerning contract interpretation and grievance processing may occur on paid time.

ARTICLE 8 – BARGAINING UNIT WORK

Work assigned on a regular basis to AFSCME clerical bargaining unit positions shall not be assigned to Employer personnel not in the bargaining unit, or to temporary employment agency personnel, except in emergencies. An emergency shall be defined as a workload emergency and /or a situation where not performing the work would have an immediate adverse medical effect on a patient.

A workload emergency is an unforeseen circumstance or combination of circumstances which calls for immediate action in a situation which is not expected to be of a recurring nature.

ARTICLE 9 -- CONTRACTING OUT

The Employer shall give the Union at least thirty (30) days advance notice of any intent to contract with any person or business for work currently or historically performed by the bargaining unit and shall give the Union at least thirty (30) days advance notice of any intent to contract with any person or business for work currently or historically performed by the bargaining unit where the work to be done does not take away from bargaining unit work currently being done by employees. Shorter notice may be given in emergency situations. Upon request by the Union, the Employer shall meet and negotiate with the Union over the effects of the contracting-out. If the Union grieves and arbitrates the contracting-out decision, and if the arbitrator denies or sustains the grievance, the same arbitrator shall have the power to resolve any impasse over the effects of the contracting-out.

ARTICLE 10 -- MANAGEMENT RIGHTS

The management of the Grand Itasca Clinic and Hospital, the direction of the working forces, and the operation of the Grand Itasca Clinic and Hospital, including but not limited to hiring and promoting of employees, the suspending, discharging or otherwise disciplining of employees for just cause, the laying off and recalling to work of employees in connection with any reduction or increase in the working forces, the scheduling of work, and the control and regulation of the use of all equipment and other property of the Grand Itasca Clinic and Hospital are the exclusive functions of the Employer; provided, however, that in the exercise of such functions, the Employer shall not violate any of the provisions of this Agreement.

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

ARTICLE 11 -- NO STRIKE, NO LOCKOUT

During the term of this agreement, no employee shall engage in any strike, sit down, sit in, slowdown, cessation, stoppage or interruption of work, or boycott. The Union, its officers, agents, representatives, and members, shall not in any way, directly or indirectly, authorize, assist, encourage, participate in, or sanction any strike, sit down, sit in, slowdown, cessation, stoppage or interruption of work, or boycott, or ratify, condone, or lend support to any such conduct or action.

The Employer agrees that it shall not lock out employees during the term of this agreement. The Employer shall have the right to discharge or otherwise discipline any employee who violates this article.

ARTICLE 12 -- NON-DISCRIMINATION

Neither party shall discriminate in employment or in Union membership against any employee on grounds of Union membership, support for the Union (or lack thereof), or membership in any class of persons protected by local, state, or federal employment discrimination laws.

ARTICLE 13 – DEFINITIONS

Full-time: Full-time means regular employment in a position normally requiring (80) eighty hours per two - (2) week pay period, as scheduled by the Employer.

Part-time: Part-time means regular employment in a position having a defined number of shifts equaling less than eighty (80) hours in a two (2) week pay period, as scheduled by the Employer.

Casual: Casual means an employee who is not regularly scheduled to work, but works on an "as needed" basis, as more fully defined in the article entitled "Casual Employees."

Combined Positions: Employees may hold a maximum of three (3) casual postings or one (1) part-time fixed or flex posting, .9 or less, combined with one (1) casual posting. Employees holding only casual positions will receive seniority and benefit credit as defined in the article entitled "Casual Employees". Employees holding a combined paid time and casual position earn benefit credit on both
positions.

Temporary Employee: Temporary employees are hired for a period not to exceed six (6) months for purposes including working on a special project or filling in for a leave of absence. Prior to the employment of any temporary employee(s) the Employer shall first notify the Union of the need, post the vacancy as per the labor agreement (if the position(s) is/are expected to exceed 60 days) and establish the estimated timeframe for the position(s). Temporary employees are not eligible for any benefits other than placement on Union wage scale, and shall accumulate seniority for posting purposes only. If a current Clerical unit employee were to obtain a temporary position, he/she shall continue to be entitled to all contractual benefits for which he/she already qualifies, and will have the right to return to his/her previous position upon completion of the temporary position.

Flex Positions: Flex positions are positions for which the Employer may schedule an employee within an identified range of hours during a pay period with the low and high end of the range as expressed as a percentage of full-time equivalent. Employer may create flex positions having a flex range of .3 or less, inclusive of the minimum and maximum of the flex range. Employer shall have the right to schedule an employee in a flex position for any total hours in a pay

period within the flex range. For example, Employer may create a flex position having a flex range of .4 to .7, thus allowing a schedule that includes the range between .4;.5;.6;.7 of full-time, and the employee would be obligated to be available to work any hours within the flex range.

Annually any employee holding a posted "flex" position shall have the option of requesting a review of their posted flex mid-point. The request shall be submitted in writing to both the Employer and the Union, and a meeting shall be scheduled within 30 days of receipt of the written request for the purpose of examining the actual hours worked in relationship to the posted mid-point of the originally posted flex position. This provision does not imply that a change in the mid-point is mandated.

ARTICLE 14 – PROBATION

Newly hired Employees shall be considered to be on probation for the first ninety (90) calendar days. If mutually agreed by the employer and union, the probationary period may be extended further; however, not to exceed sixty (60) calendar days. During the probationary period, the Employer may discharge the employee at will. Such discharge shall not be subject to the grievance and arbitration procedure of this Agreement and shall not be considered a breach of this Agreement. Probationary employees shall neither receive, accrue, nor utilize fringe benefits including, but not limited to, PTO or STDB. Upon successful completion of probation, the employee's seniority shall be back dated to the time of hire, the employee shall be given credit towards fringe benefits for the hours worked during probation, and the employee shall be eligible to utilize and receive fringe benefits for which the employee may qualify.

ARTICLE 14 B – PERFORMANCE EVALUATIONS

Newly hired:

Newly hired employees within the bargaining unit shall receive a written performance evaluation from the Employer within ninety (90) calendar days of hire. All evaluations shall be specified to the qualifications and expectations as defined by the job description.

Transferring employees:

Employees who have chosen to transfer to a different position within the bargaining unit shall receive a written performance evaluation no later than sixty (60) calendar days from starting the new position. Copies of the evaluation shall be provided to the employee. At the employee's discretion, the Union president, or exclusive bargaining representative, shall receive a copy of the evaluation. All evaluations shall be specified to the qualifications and expectations as defined by the job description.

ARTICLE 15 -- PREVIOUS EXPERIENCE CREDIT

Previous experience credit may be granted to newly hired employees for the purpose of placing the employee on the wage scale. Previous experience credit may be granted by the Human

Resource Manager and may depend upon the employee's current and verifiable relevant experience. If the employee has such experience, he or she shall be given at least twenty-five percent (25%) credit for it, but in no case, shall new hires be placed beyond the eight thousand three hundred and twenty (8,320) hour step on the wage scale. Documentation of verified prior work experience shall be provided to the Union president once the decision to award experience has been made.

To qualify for previous experience credit, external applicants or newly hired employees shall provide to the Human Resource office a history of their work record and sign a release allowing employer to obtain information from their previous employers to verify previous experience. Previous experience credit will be granted based on experience in the position for which the applicant or employee is being considered or has been hired. To the extent possible, hours in the employee's past position, not years of service, will be used to calculate previous experience credit.

Experience credit shall only apply for wage placement and movement on wage schedule, no seniority hours shall be allotted or used for any other benefit accrual or seniority right.

ARTICLE 16 – WAIVER

A full-time employee who has an unexpected life changing event, may request a waiver to switch to part-time status, with the consent of the Union and the Employer. This provision shall not apply when a full-time employee bids on a posted part-time vacancy.

ARTICLE 17 – SENIORITY

It is mutually agreed between the Employer and the Union that both promotional opportunity and job security in the event of promotion, decrease in force, and recalls after layoffs, should increase in proportion to an employee's seniority. Therefore, in the administration of this Article 17 -- Seniority it is the intent of both parties that wherever practicable, full consideration shall be given to seniority in all such cases. If the Employer fails to give a senior employee seniority preference in accordance with the provisions of this Agreement for any work assignment or position for which they have the ability and qualifications to do the work, in preference to a junior employee with less total hours of employment, such senior employee shall be paid for all hours lost to the junior employee given preference. Should there be any conflict between the provisions of this paragraph and a more specific provision found elsewhere in this Agreement, the more specific provision shall govern.

Seniority shall be granted to all employees after completion of their probationary period and shall accumulate based on the number of hours paid to the employee.

Seniority shall be broken and employment shall terminate upon the happening of any of the following:

1. Voluntary resignation.

2. Discharge for just cause.

3. Failure to report to work within five (5) calendar days after the termination of an approved leave of absence or extension thereof.

4. Failure to report to work at the appointed time after having been given at least fourteen (14) calendar days written notice of recall from layoff back into the same position from which the employee was laid off.

5. Failure to apply for re-employment within the statutory time frame after honorable discharge from military service.

6. Violation of the terms of an approved leave of absence.

7. Continuous layoff of more than eighteen (18) calendar months.

ARTICLE 17 B – SENIORITY LIST

A new and revised seniority list shall be posted the first (1st) business day of April and the first (1st) business day of October in each year. The seniority list shall list the employees according to each employee's total seniority hours for the period ending the last full pay period prior to April first (1st) and October first (1st) of each year. The list shall rank the employees according to seniority status and shall for each employee specify his or her total seniority hours. The list shall also include the roster of casual employees.

Within thirty (30) days after such posting, an employee may file a grievance objecting to his or her seniority ranking or his or her seniority hours as specified on such list. All such grievances shall be processed in the regular grievance procedure as specified in this Agreement, but shall commence at Step Two (2) of the grievance procedure. In the absence of a timely grievance, the posted list shall be final and binding.

ARTICLE 18 – VACANCIES

Any vacancy in a job classification covered by this Agreement, including temporary vacancies expected to exceed sixty (60) days, shall be filled as provided in this article. Temporary vacancies not expected to exceed sixty (60) are not subject to the requirements of this Article and Employer retains all rights to fill those positions, including the utilization of casual or temporary employees. The Employer shall not be allowed to force overtime as a result of failure to post or deciding not to post a temporary vacancy. Employees who fill a temporary vacancy shall return to their previously held position upon completion of the temporary position. The Employer shall post the vacancy for a period of seven (7) days. The posting shall list the qualifications required for the position, shall state the deadline for filing applications, and, in cases of temporary vacancies, shall state the anticipated duration of the vacancy. Employees interested in the position shall make electronic application to the Employer prior to the filing deadline. Current employees are ineligible to apply for or move into a vacant position or a new position if they have a suspension within the last six months. The Employer may simultaneously seek applicants from outside the bargaining unit. After the filing deadline expires and if the Employer chooses to fill the vacancy, the Employer shall first consider applicants

from the bargaining unit as follows: (a) if only one bargaining unit applicant meets the posted qualifications, that applicant shall be selected; (b) if two or more bargaining unit applicants meet the posted qualifications, the position shall be awarded to the most senior of them by the Employer verifying up-to-date seniority hours in the payroll system based on the preceding pay-period. If the position is awarded to a bargaining unit applicant, that person shall commence work in the new position within six (6) calendar weeks of selection. The transfer date may commence earlier than six (6) calendar weeks with mutual agreement between the employee and Employer. The transfer day may be extended with mutual agreements among the Union, employee and Employer. If no bargaining unit members apply to fill the vacancy, or if no bargaining unit applicants meet the posted qualifications, then the Employer may consider hiring from outside the bargaining unit an applicant who meets the posted qualifications. The Employer shall give written notice of its selection, whether from within or without the bargaining unit, to the Union and to each applicant. During the posting process the posted qualifications shall not be altered to disqualify bargaining unit applicants or to favor applications from outside the bargaining unit. If the Employer chooses to alter the posted qualifications during the posting process, the vacancy shall be re-posted. The Employer retains the right to determine the qualifications for any posted vacancy.

Employees may change positions pursuant to the procedures of this article four times per two (2) years based on a rolling calendar year. Employees changing positions are mandated to shadow one (1) paid shift in the position being transferred into unless mutually agreed to by the employer and union. Moves which occur as a result of layoff, abolishment, or bumping, will not be counted towards the total number of moves allowed. For any Employee awarded an open position, the mandated shadow shift may range from four (4) to twelve (12) hours.

Bargaining unit employees awarded any vacancy shall carry their full seniority with them for purposes of salary schedule placement, PTO or other benefit accrual, and all other seniority rights as per the agreement.

The wage rate for one (1) mandated shift shall be paid at the employee's wage rate for his or her current position. Within two (2) calendar days following the observed shift, the employee shall give written notice to the Employer of whether he or she wishes to remain in his or her former position and the Employer shall honor the Employee's wishes. An Employee failing to meet the two (2) day deadline shall be deemed to have chosen the new position. An employee choosing not to return to his or her former position shall serve a probationary period of sixty (60) calendar days in the new position. At any time during this probationary period, the Employer shall have the right to return the employee to his or her former position if in the Employer's judgement the employee has not or cannot perform adequately in the new position, subject to the employee's right to file a grievance. During the probationary period the employee shall receive from the Employer a written performance evaluation no later than sixty (60) calendar days from the start of the probationary period. Copies of the evaluation may be provided to the Union president, or exclusive representative, at the employee's discretion. All evaluations shall be specific to qualifications and duties as defined by the job description.

If the Employer desires to post a newly-created position within the bargaining unit, the position shall be posted and filled in the manner set forth above, except that the one (1) shift

observation period shall not apply. In addition, at the time of posting the Employer shall give written notice of the new position to the Union, including a proposed wage rate for the position, which wage rate shall be implemented when the position is filled, subject to the Union's right to contest the wage rate. The Union shall have thirty (30) calendar days following the employee's first working day in the new position to object to the proposed wage rate. If objection is made and if the parties cannot reach agreement on the wage rate within thirty (30) calendar days following the objection, the Union may invoke interest arbitration to resolve the disagreement. Written demand for interest arbitration shall be given to the Employer within sixty (60) calendar days after the employee's first working day in the new position. The parties shall request from the Bureau of Mediation Services or the Federal Mediation and Conciliation Service a list of the names of seven (7) potential arbitrators. The arbitrator shall be selected by the Employer and the Union alternately striking names from the list until only one (1) name remains. The Union shall strike first. The arbitrator's fees and expenses and the cost of any hearing room jointly selected shall be shared equally by the parties. The arbitrator's decision shall be rendered within forty-five (45) days after the hearing of the dispute, unless extended by mutual agreement. The award of the arbitrator shall be final and binding upon the Employer, the Union, the grievant, and all other employees. The arbitrator shall have jurisdiction only over the wage rate for the newly-created position and shall have no power otherwise to add to, subtract from, or modify in any way any of the provisions of this Agreement.

ARTICLE 19 -- VACANCIES DUE TO SCHEDULED DAYS OFF

Where the Employer chooses to fill vacancies created due to scheduled time off, it shall offer the vacancy by seniority to those employees who by working hours that pay period will not create an overtime situation, first to employees working flex schedules up to their maximum flex hours, then to full-time and part-time employees not in overtime, then to casual employees, and then to overtime employees in the department qualified to do the work. If none accepts, the Employer shall then offer the work by seniority to employees within the department qualified to do the work. If the vacancy cannot be filled in that manner, and if the schedules of part-time or full-time employees need to be altered to fill such vacancies, those schedules shall be altered; first by starting with the most junior part-time employees and working up the seniority list for those part-time employees who by working the hours in that pay period will not create an overtime situation, second by starting with the most junior full-time employee and working up the seniority list for those full-time employees who by working the hours in that pay period will not create an overtime situation; and third, by starting with the most junior employee and working up the seniority list. This paragraph shall not be construed as an agreement by the Employer that all vacancies created by scheduled time off shall be filled.

ARTICLE 20 – TRANSFERS

The Employer may transfer an employee from a bargaining unit position to another bargaining unit position when operations of the Medical Center necessitate the transfer. The transferring employee shall be paid the greater of the wage rate of the transferred position or the wage rate of his or her regular position.

If an employee transfers from a bargaining unit position to a position outside of the bargaining unit, the employee shall retain seniority earned in the bargaining unit position but shall not accrue further seniority while in the position outside of the bargaining unit. If the employee returns to a bargaining unit position and if his or her seniority has not been broken as provided in Article 17 -- Seniority, his or her retained seniority hours shall be restored. The employee may return to the bargaining unit only by filling a vacant bargaining unit position, not through bumping into the bargaining unit.

ARTICLE 21 -- REPLACEMENTS

When a scheduled employee does not report for duty and the Employer chooses to fill the vacancy, the Employer shall locate a substitute employee as follows: The Employer shall offer the vacancy by seniority to those qualified employees in the department who by working the hours in that pay period will not create an overtime situation as follows:

- Employees working flex schedules up to their maximum flex hours
- Part time employees not in overtime
- Full time employees not in overtime
- Casuals not in overtime
- Overtime employees in the department by seniority

In the event no one accepts the work, the most junior qualified employee who worked the immediately preceding shift shall remain on premises and perform the work until appropriate relief can be found. If no such employee was on duty, the most junior off-duty employee in the same job classification shall perform the work. In attempting to locate a substitute employee the Employer need only make one (1) telephone call to each employee eligible to perform the work. The above process will be followed unless the majority of employees within an individual department and the employer mutually agree to a separate process for locating replacements. The Employer shall keep a log of the attempts made to locate a substitute employee.

This Section is not intended to limit the ability of employees to make changes to the posted schedule with co-workers within a department. Changes to the posted schedule shall be allowed with approval of the immediate supervisor where it does not create an overtime situation and adequate staffing levels are maintained.

ARTICLE 22 -- LIGHT DUTY AND WORK HARDENING

Only after written notice to the Union business representative and Union president, the Employer may create a temporary job (not to exceed ninety (90) calendar days) for an employee in need of light duty or work hardening due to a work-related injury or illness. The time frame may be

extended by mutual agreement of the Employer and the Union. Such job shall not be subject to the posting, bidding, or transfer provisions of this Agreement and no other employee shall have any entitlement to the job. The employee shall be paid at his or her regular hourly rate for time worked in the temporary job and the time shall count as hours worked for all purposes under this Agreement.

ARTICLE 23 -- WORK SCHEDULES

Four (4) week work schedules shall be posted not later than Wednesday of the preceding work week. When a schedule need is identified, after the schedule is posted, due to, but not limited to, resignation, open position(s), consecutive leave of absence(s), or unscheduled PTO the employer will first ask for volunteers. Qualified volunteers will be awarded the vacancy by seniority as follows:

- Employees working flex schedules up to their maximum flex hours
- Part time employees not in overtime
- Full time employees not in overtime
- Casuals not in overtime
- Overtime employees in the department by seniority

If the vacancy cannot be filled with a volunteer, mandating will begin with the least senior qualified staff, by rotation, as follows:

- Employees not in overtime
- Employees in overtime

The employer will maintain a rotation list. Employees will be notified of a schedule change in person via phone, voice mail or text messaging. Once the schedule is posted, employees may not take hours from any other employee (excluding trades and giveaways).

The Employer shall, so far as practicable, arrange full-time work schedules so that employees will have not less than two (2) consecutive rest days between work schedules and two (2) shifts off between scheduled shifts of work. The Employer shall also provide a consistent weekend rotation in its scheduling practices for those departments that require weekend coverage. Changes to the designated weekend rotation schedule shall be preceded by a 30-day written notice to the Union. Employees in these departments may request a total of two (2) scheduled weekends off per Annual PTO Scheduling. Only one (1) weekend may be submitted during the Initial Submission Period – by April 1st, not to be considered part of the five (5) individual days, but an individual weekend.

Split shift work shall not be scheduled for employees of any department. A split shift is defined as the working at intervals within a twenty-four (24) hour work day of two (2) or more shifts of less than eight (8) hours each.

If the Employer schedules, or calls in, a full-time, part-time, or casual employee without the minimum of ten (10) hours between shifts, the employee shall receive $30.00 pay for quick change scheduling, when such scheduling is done at the discretion of the Employer.

If the Union determines that the Employer is arbitrarily failing to arrange work schedules so as to comply with this article, a request for a change in such practice may be submitted as a grievance and the same shall be subject to the grievance procedures of this Agreement.

Any employee who at the Employer's request, works an unscheduled weekend shift shall be paid an additional $5.00/hour for weekend hours worked. The weekend bonus payment shall not be paid if additional hours are worked as a result of staff voluntarily exchanging hours.

ARTICLE 24 -- HOURS AND SHIFTS

The normal hours of work shall be eight (8) hours per day and eighty (80) hours per pay period. The Employer shall have the right to schedule shifts of less than eight (8) and more than four (4) or more hours- provided, however, that not more than five percent (5%) of the shifts scheduled in all bargaining unit positions, in a pay period shall be less than eight (8) hours in duration. This scheduling provision shall not be used as a means to reduce any occupied full-time position to less than 1.0 FTE. To ensure accurate accounting of the scheduled shifts, the Employer shall make available all necessary documentation to track this scheduling provision, including adding a line to each schedule which totals the scheduled shifts and the shifts of less than eight (8) hours. If the Employer posts a position with less than an eight (8) hour shift, or a specific FTE, the employee who is awarded the position shall not be required to work any hours beyond those described in the posting. Such employee may work intermittently-available shifts or fill-in shifts only if eligible under other provisions of this Agreement.

If the Employer is found to have violated this article, the senior employees denied properly scheduled shifts shall be paid for all lost hours.

ARTICLE 24A – ALTERNATE WORK SCHEDULES

The Employer and an employee may mutually agree upon a pattern of work schedules providing for work of eight (8) hours per day or in excess of eight (8) hours per day. Work schedules established pursuant to this article shall be subject to the following conditions:

A. An employee may request an alternative work schedule providing for work of eight (8) hours or more in a day by submitting a written request to the Employer. The Employee will submit a copy of the written request to the Union. The Employer shall respond within fourteen (14) calendar days. The alternate work schedule, if approved by the Employer, will be implemented on the next schedule following approval or earlier with mutual agreement between the employee and the Employer.

B. An employee shall have an opportunity to review the proposed alternative work schedule prior to positing into a position. Employer shall retain written documentation

that the employee has agreed to a posting which requires an alternative work schedule and of the type of alternative schedule to which the employee has agreed.

C. Revocation of the alternative work agreement:

- Either the Employer or an individual employee may revoke the alternative work schedule agreement by giving written notice to the other party at least four (4) weeks prior to the effective date of the Employer's next posted schedule of work hours.
- Employees with a department working an exclusive alternative work schedule may by majority choose to change to an 8-hour exclusive schedule by providing at least three (3) months written notice from the Union to the Employer prior to the posting of the first schedule to be affected by the change.
- The Employer may choose to change an exclusive alternative work schedule department to an 8-hour exclusive schedule department by providing at least three (3) months written notice to the Union prior to the posting of the first schedule to be affected by the change.

D. The basic work period shall be forty (40) hours per week. In lieu of overtime pay provisions of Article 30, "Overtime", the employee shall be paid one and one-half (1 ½) his or her wage rate for hours worked in a week in excess of forty (40) and for hours worked in a day in excess of the employee's scheduled work day, provided that the scheduled work day is eight (8) hours or more. In no case shall overtime pay be duplicated for the same hours worked.

E. Benefit accruals and utilization shall be equal to the new daily schedule. For example, an employee working a ten (10) hour day schedule who takes a PTO day shall be paid ten (10) hours of PTO.

F. Exceptions to the general pattern of scheduling may be made by mutual agreement between the Employer and the employee concerned.

ARTICLE 25 -- PAY PERIOD, WORK DAY, AND PAY DAY

For the purpose of scheduling employees and computing overtime under this Agreement, the pay period shall be a period of two (2) consecutive calendar weeks commencing with the day shift on a Monday. The work day shall be defined as the twenty-four (24) hour period beginning when the employee's regularly scheduled shift begins. Wages shall be paid on a pay day within one (1) week of the close of the pay period. When a pay day falls on a holiday, an attempt shall be made to pay on the preceding day; however, if this is not possible, pay day will be on the next weekday (Monday - Friday). Upon advance notice to the Union, the Employer may change the first day of the pay period once during the term of this Agreement.

ARTICLE 26 -- UTILIZATION OF CASUAL EMPLOYEES

The Employer may use casual employees to supplement its full-time and part-time staff as needed. Casual employees shall have no assurance of the availability of work hours. Casual employees may decline an offer to work a particular shift. To be a casual employee, the person shall complete orientation, have a satisfactory work record, complete mandatory in-services offered in a reasonable timeframe, and shall work at least three (3) shifts every two months, , unless on an approved leave of absence, or unless the Employer chooses not to offer work to the employee during that timeframe.

- D/E/N postings: at least one (1) shift shall be a night shift and at least one (1) shift shall be a weekend shift.

- D/E postings: at least one (1) shift shall be a weekend shift and one (1) shift shall be an evening shift.

An exception to these qualification requirements may be made, at the Employer's discretion, for a person taking an extended vacation. Casual employees shall be paid the wages and premiums paid to full-time and part-time employees as set forth in the Agreement's wage tables but shall not accrue or utilize fringe benefits (except retirement plan benefits). Casual employees shall accumulate seniority for wage step and posting purposes only. A regular scheduled employee transferring to a casual position shall carry forward seniority hours, which may be used only if the employee returns to a regularly scheduled position. Upon or after the transfer, the casual employee will receive cash payment of accrued but unused PTO on the next scheduled pay cycle. Casual employees will not be used to displace part-time or full-time regular scheduled straight time hours.

If a casual employee has been scheduled twelve (12) calendar weeks or more at a .5 FTE or higher, the Employee or Union may request an FTE evaluation to determine if current total department FTE matches departmental needs or if there is a need for additional departmental FTE.

ARTICLE 27 -- CHANGE TO JOB CLASSIFICATION; RECRUITMENT

If either party believes that a job position covered by this Agreement has evolved since this Agreement was signed to the point where the position's qualifications, duties, responsibilities, and work load have substantially increased on a permanent basis, the parties shall negotiate over an increase in the wage rate for the position. Failing agreement, either party may invoke the wage rate interest arbitration provisions of Article 18 -- Vacancies. If the Employer is unable to recruit new employees due to the current wage for a job position, the Employer, with notice to the Union, may increase the wage for that position.

ARTICLE 28 -- POSITION CHANGES

If the Employer chooses to make a material change in the description of a position or in the qualifications for a position, the Employer shall notify the Union of the change. Either party may call for a meeting to discuss the wage for the position. Such meeting shall be scheduled within thirty (30) days.

ARTICLE 29 – WAGES

Wage rates are set forth in the attached wages addendum to this Agreement.

Employer will pay eligible employees four hundred and fifty dollars ($450.00) bonus to each employee covered by this agreement who as of the bi-annual posting of the seniority list each year has 31,200 to 41,599 hours of service and a five hundred and fifty ($550.00) bonus to each employee who has 41,600 hours or more of service, to be paid the second pay day in April or October.

ARTICLE 30 -- OVERTIME

Overtime pay at the rate of time and one-half (1½) the employee's regular rate of pay shall be paid for all hours in excess of eight (8) worked in a day and for all hours in excess of eighty (80) worked in a pay period. Any full-time employee who works on a scheduled day off at the Employer's request shall be paid at the rate of time and one-half (1½) the employee's regular rate of pay for all hours worked that day and shall be guaranteed at least two (2) hours pay that day.

The following rounding rules shall apply to the calculation of overtime pay:

At The End Of The Shift	Overtime Pay
00 - 07 minutes	00 minutes
08 - 22 minutes	15 minutes
23 - 37 minutes	40 minutes
38 - 52 minutes	45 minutes
53 - 67 minutes	60 minutes

Paid non-working hours shall not count as hours worked for purposes of determining when overtime pay becomes due or for purposes of computing or paying overtime pay. Overtime pay shall not be duplicated for the same hours worked, and to the extent that hours are compensated as overtime hours under one provision of this Agreement they shall not be counted as hours worked in determining or paying overtime pay under the same or any other provision of this Agreement. Unless expressly required elsewhere in this Agreement, the Employer need not offer work or make a schedule that creates an overtime situation.

ARTICLE 31 -- SHIFT DIFFERENTIAL

A wage differential shall be paid to all employees for hours worked between 2:45 p.m. and 7:00 a.m. in addition to the employee's regular salary, regardless when the employee's shift may begin

or end, provided that at least fifty percent (50%) of the employee's shift falls within this timeframe. Upon ratification the wage differential for evening shifts shall be $1.10 and the wage differential for night shifts shall be $1.20.

ARTICLE 32 -- ON-CALL

All terms and conditions of paid "on-call" shall be negotiated and agreed upon prior to implementation of the requirement. By mutual agreement the parties may elect to submit the issue to expedited arbitration if unable to reach an agreement over specific terms and conditions.

ARTICLE 33 -- CALLING IN

When an employee is unable to report to work due to illness or injury, the employee shall notify the immediate supervisor or other designated person at two (2) hours before the employee is scheduled to start work. All absences must be reported each scheduled day unless the employee states he or she will be out for a specific number of days, as verified by a physician's statement. If an absence extends beyond one week, the employee shall provide weekly status updates by phone to the supervisor.

ARTICLE 33 B -- NO CALL, NO SHOW

If an employee fails to report for work for three (3) shifts during any twelve (12) month period without notifying the Employer, the employee shall be deemed to have voluntarily resigned. This section shall not be construed as permitting any unauthorized absences or tardiness and the employee may be subject to discipline for the first two failures to report.

ARTICLE 33 C – CALL INS

When a situation occurs after regular business hours that requires an employee to be called into work, the Employer shall call employees in the department, by seniority. A call log shall be kept by the Employer to record the time and date of the call. Employees shall be afforded a ten (10) minute response time, but the Employer may place calls to all department employees as quickly as possible, leaving a message if voice mail is available and informing anyone who answers the call that a senior employee has 10 minutes to respond, or the most senior employee answering shall be awarded the call in. Any employee who responds to a call-in shall be paid a minimum two (2) hours at time and one-half (1-1/2) their regular hourly rate of pay. If the Employer is unable to reach and secure an employee from the department they may utilize any means to fill the service need and the action shall not be grievable if the log of calls is provided to the Union and substantiates proper call-in protocols.

ARTICLE 34 -- MEALS AND BREAKS

Each employee shall be entitled to one (1) unpaid thirty (30) minute meal period during each eight (8) hours of work, during which the employee shall be relieved of all duties. Employees may also be scheduled for a one (1) hour duty free lunch period where hours of operation necessitate coverage in the department. (This provision shall not alter current scheduling practices in place at the time of this Agreement.) The Employer shall attempt to schedule the meal period at the midpoint of a shift or at customary meal times. Night shift employees shall continue to have paid meal time if work is in fact performed during meal time.

Each employee shall be entitled to one (1) paid fifteen (15) minute break during each four (4) hours of work at times scheduled by the Employer. No employee shall leave work early or start work late in lieu of taking a paid break. Employees may not leave early or start late in lieu of taking an unpaid break, unless prior approval by management.

ARTICLE 35 -- MILEAGE AND TRAVEL

Employees shall be reimbursed at the IRS approved rate per mile for use of personal vehicles on the job. Any employee required or directed to utilize their personal vehicle in the conduct of Employer business shall be afforded mileage for all miles driven with appropriate voucher submitted documenting such use and mileage.

ARTICLE 36 -- MANDATORY MEETINGS

Off-duty employees who are required by the Employer to attend meetings shall be paid a minimum of one (1) hour's pay at their regular rate of pay for attending same.

ARTICLE 37 -- PAID TIME OFF - PTO

Paid Time Off (PTO) and Short Term Disability Benefit (STDB)

Grand Itasca Clinic and Hospital provides a paid time off (PTO) system for holiday, vacation and sick leave benefits. The PTO system provides the employee with an established number of paid days off per year to be used as the employee chooses, with department manager's approval. All days off granted whether, paid, unpaid, sick, vacation or holiday, must be approved by the department manager to ensure that the needs of the facilities are met. Excessive unscheduled time off will not be allowed. The number of days earned is based on the number of hours paid.

In lieu of paid vacations, paid sick leave, and pay for holidays (calendar and floating) not worked, Grand Itasca Clinic and Hospital shall grant employees paid personal time off (PTO) and paid short term disability benefits (STDB). PTO and STDB shall accrue as follows beginning 8/1/05:

Hours Accrued at the end of each eighty (80) hours paid
PTO (Paid Time Off) & STDB (Short Term Disability Bank)

Based on FT (2080 hours) Paid Hours of Service	PTO	STDB

0 to 6,239	7.70	1.23
6,240 to 14,559	9.24	1.23
14,560 to 41,499	10.77	1.23
More than 41,600	12.31	1.23

Accrued PTO may be used for any purposes whatsoever at the discretion of the employee, without explaining the reason to your supervisor, subject to these rules:

1. All employees should schedule time away from work each year for their own benefit. Each full-time employee must take a minimum of eighty (80) hours of paid time off each year, or it may be assigned. Hours each part-time employee must take equal to the average scheduled hours normally worked in a pay period each year as paid time off or it may be assigned.

2. An employee wishing to use accrued PTO shall give written notice to the Department Manager at least seven (7) calendar days prior to the posting of the affected schedule; provided, however, that in cases of illness, injury or other unforeseen circumstances, notice shall be given as soon as practicable, at least two (2) hours prior to the commencement of the shift. Such notice shall be given by the employee personally each scheduled day of an absence caused by illness, injury or other unforeseen circumstances, unless otherwise agreed with the Department Manager. Grand Itasca Clinic and Hospital retains the right to investigate suspected abuses of this notice procedure, including requiring proof of a claimed illness, injury or unforeseen circumstance.

3. Subject to the abilities and qualifications of the employees to do the work, and subject to the staffing needs of the facility, Grand Itasca Clinic and Hospital shall recognize requests for PTO and shall recognize the seniority of the employees when resolving conflicts among multiple requests for the same day off.

4. PTO shall not be utilized prior to accrual. New employees shall have access to their accrued PTO/STDB after the probationary period.

5. Employees shall have the ability to carry over the maximum of 400 PTO hours.

   Beginning the pay period after contract ratification in 2014, employees may begin to accrue and use PTO above 400 hours through the end of the calendar year. Any and all PTO hours above 400 following the last pay period of the year will be forfeited and the subsequent PTO bank will be reset to 400 hours effective the first pay period of the new calendar year.

6. Accrued but unused PTO shall be paid in cash upon termination of employment.

7. PTO shall be considered "personal sick leave benefits" for purposes of the Minnesota Sick and Safe statute.

8. When an employee's work are is open during a holiday, PTO shall be used based on the number of hours normally scheduled on any of the following days in which a full-time employee does not work, unless the day is one of the employee's regular days off: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve Day, and Christmas Day.

   When an employee's normal work area is closed for a holiday, or temporarily closed at the discretion of the Employer, employees in that unit may elect in writing through a variance form to be unpaid and not use PTO.

   The New Year's holiday shall be defined as a twenty-eight (28) hour period which begins at 7:00 p.m. on New Year's Eve and ends at 11:00 p.m. on New Year's Day.

9. An employee scheduled or requested by the Employer to work on one of the above-named holidays shall receive pay for work at time and one half (1½) the employee's regular pay for the work performed.

10. Unused balances of PTO will be displayed on employees' pay checks.

11. After a schedule is posted, absences for any reason, i.e. holidays, vacations, shifts given away, etc.: employees must utilize PTO in order to meet his/her scheduled FTE for that pay period.

12. Employees holding a flex position who wish to have one full week of time off are required to use PTO equal to half of the midpoint of their position; rounding down to the nearest full shift. Employees in fixed positions who wish to take one full week of time off are required to use PTO equal to half of their FTE hours, rounding down to the nearest full shift.

    Employees holding a flex position who wishes to have two (2) consecutive weeks of time off are required to use PTO equal to the midpoint of their position; rounded down to the nearest full shift. When taking two (2) consecutive weeks of time off, employees may choose to use PTO up to the top end of their flex position at their discretion.

Accrued STDB shall be used only for absences caused by illness or injury, subject to these rules:

1. STDB may be used only after the third consecutive scheduled shift is missed for the same illness or injury, or immediately in cases of inpatient hospitalization or day surgery, or for pre-surgical exams, or for all consecutive scheduled shifts missed for the same illness or injury.

2. If otherwise eligible to utilize STDB, the employee shall do so before utilizing PTO for the same absence.

3. An employee wishing to use accrued STDB shall give written notice to Grand Itasca Clinic and Hospital as soon as practicable, at least seven (7) calendar days prior to the posting of the affected schedule in cases of elective procedures, or at least two (2) hours prior to the commencement of the shift in other cases. Such notice shall be given by the employee personally each scheduled day of the absence, unless otherwise agreed with the Department Manager. Grand Itasca Clinic and Hospital retains the right to investigate suspected abuses of this notice procedure, including requiring proof of the claimed illness or injury.

4. STDB shall not be utilized prior to accrual.

5. Employees may accumulate unused STDB up to a maximum accumulation of two hundred and forty (240) hours (in addition to any converted sick leave time as described below).

   Accrued but unused paid sick leave time shall be converted to STDB, provided, however, that such converted STDB shall not count towards the maximum STDB accrual figure set forth above. Otherwise, converted STDB shall be subject to the foregoing usage rules.

6. Accrued but unused STDB shall be forfeited upon the ending of employment for any reason.

7. STDB shall be considered "personal sick leave benefits" for purposes of the Minnesota Sick or Injured Child Care Leave statute.

8. STDB may be utilized to supplement wage loss sustained by an employee absent due to a work-related illness or injury, provided that the combination of worker's compensation wage loss payments and STDB payments do not exceed what the employee would have earned had he or she worked his or her regular schedule.

9. Unused balances of STDB will be displayed on employees' pay checks.

ARTICLE 38 -- PTO SCHEDULING

Annual PTO requests must be submitted by April 1st of each year for the period of May 1st – April 30th. At that time, an employee may only submit PTO that has been earned

by March 31st. Subject to Employer and departmental service requirements, such periods shall then be granted in accordance with seniority. A master calendar for approved and pending departmental PTO will be made available for viewing by April 15th. Second round requests may be submitted after between April 15th and April 22nd for PTO. that has been earned by March 31st. The master calendar will then be updated by April 30th. Requests may be submitted after this date during any timeframe if PTO will be accrued by the date used and will be granted by the date submitted. If more than one (1) request is received on the same day, for the same date, PTO will be granted by seniority. After PTO schedules have been so established, a senior employee shall not be permitted to take the PTO already assigned to a junior employee. However, upon mutual consent of both the employee and Employer, changes may be made to assigned PTO. The master calendar will continue to be updated at all times.

*** INITIAL SUBMISSION PERIOD –**
BY APRIL 1ST –
MUST BE IN PTO BANK

*PTO requests will be limited as follows for the months of June, July, and August to:

- Up to three (3) full weeks of PTO
- Up to five (5) individual days of PTO
- Any applicable holidays
- Any applicable personal business days

*PTO requests for all other time periods may include:

- Any number of full weeks of PTO
- Any of the five (5) remaining individual PTO days not used during June, July, or August
- Any applicable holidays
- Any applicable personal business days

***SECOND ROUND SUBMISSION PERIOD –**
APRIL 15TH – APRIL 22ND –
MUST BE IN PTO BANK

*PTO requests as follows for PTO not granted during the initial submission period:

- Any remaining of the three (3) full weeks plus one (1) additional full week, of PTO during June, July, and August
- Any remaining of the five (5) individual days of PTO not used during June, July, or August
- Any remaining applicable holidays
- Any remaining applicable personal business days

****ADDITIONAL SUBMISSIONS –**
AFTER APRIL 30th –
MUST BE ABLE TO ACCRUE BY DATE USED

**PTO requests after April 30th deadline are no longer limited:

- Any additional number of weeks of PTO during any timeframe
- Any additional individual days of PTO during any timeframe

For PTO requests that are submitted after April 1st, if an employee submits an electronic request form then the employer must provide a written response to the request within seven (7) calendar days of the electronic request form, or the employee may consider the request approved.

ARTICLE 38 B – RESCINDING PTO

Prior to schedule being posted:

Employees wishing to rescind PTO shall give written notice to the manager at least five (5) calendar days prior to the posting of affected schedule or less with mutual agreement between the employee and Employer.

After schedules have been posted:

1. Employees wishing to rescind PTO and work the same day will give written notice to the manager at least three (3) calendar days in advance or less with mutual agreement between the employee and the Employer. If a business need exists, the Employer will assign the employee rescinding the PTO shift an available area and shift. If a business need does not exist, the employee will be ineligible to rescind PTO.
2. Employees wishing to rescind PTO due to picking up a shift in the same pay-period may rescind the number of PTO hours equal to the number of hours picked up by filling out a Variance Form requesting to rescind PTO. Unscheduled PTO hours are ineligible to be rescinded.

ARTICLE 39 -- PERSONAL BUSINESS DAYS

Employees shall be granted time off, without pay, for personal business as follows:

* After one (1) year of employment, one (1) day per calendar year.
*After five (5) years of employment, two (2) days per calendar year.
*After ten (10) years of employment, three (3) days per calendar year.

The employee shall give notice of the time to be taken off at least five (5) days before the posting of the affected schedule. Such days off shall not be used to extend PTO and shall not be taken on a holiday. All time off must be requested in advance and approved by the Department Manager.

ARTICLE 40 -- PAY FOR HOLIDAYS WORKED

An employee scheduled or requested by the employer to work on one of the holidays identified in the PTO article of this agreement, shall receive pay for work at time and one half (1½) the employee's regular pay for the work performed.

ARTICLE 41 -- EDUCATIONAL REIMBURSEMENT

Degree Programs: The Employer shall make education reimbursement to an employee in a position of 0.5 FTE or greater in the amount of seventy-five percent (75%), not to exceed fifteen hundred dollars ($1,500.00) per contract year, of tuition, fees, and/or book expenses for a course or sequence of studies pre-approved by the Employer for the purpose of and to lead to an Associate or Baccalaureate degree with a reasonable relation to a health care field through an accredited institution under the following circumstances:

- The Employer must approve the proposed course or sequence of studies prior to each course for which reimbursement is requested.
- Only employee's having four thousand one hundred sixty (4160) hours of employment with the Employer shall be eligible for the reimbursement
- Reimbursement shall be made upon proof of payment of tuition, fees or book expenses and upon proof of successful completion of the course or sequence of studies with a grade of C or better.
- A request for reimbursement shall be made no more than thirty (30) days after completion of the course or sequence of studies.

If the employee fails to remain employed or available for employment with the Employer for at least two thousand and eighty (2080) hours following completion of the course or sequence of studies, the employee shall return the reimbursement to the Employer, and the Employer may deduct some or all of the amount from the employee's final paycheck.

Workshops, Courses and Other Educational Programs: An employee may use the education funds up to $750.00 provided for in this Article, for tuition, fees and book expenses at one hundred percent (100%) for workshops, courses and other types of education programs that are:

1) Part of a plan to prepare the employee for a second health care field service area. The nature of the program shall be determined by agreement between the employee and the Hospital, considering the Hospital's needs and the employee's interest. Employees participating in such program shall receive reimbursement for approved courses taken thereunder upon satisfactory completion of the workshop, course, or educational program.

2) Preparing for national certification for the employee's area of practice, including recertification, or

3) Related to complementary training, as determined by agreement between the employee and the Hospital, that may enhance the employee's skills.

If an employee wished to attend coursework, seminars, continuing education workshops or other work-related educational opportunities the Employee shall make request of their supervisor no later than two (2) weeks prior to the learning opportunity. Approved workshops, courses and other educational opportunities which occur during normal business hours (Mon-Fri, 8am-4:30pm) will be paid and scheduled as a part of the employee's FTE.

ARTICLE 41 B – UNIFORMS REIMBURSEMENT

The employer shall annually reimburse only those employees who the employer requires to wear Grand Itasca logo wear as part of their work uniform. Reimbursements will occur in the following manner:

Upon hire through the first year of employment in an eligible position, the Employer will allow the employee to select three (3) pieces of authorized logo wear which will be purchased fully by the Employer.

In subsequent years employees in eligible positions may submit up to one hundred ($100) dollars for reimbursement for approved logo wear purchases. Employees must submit original receipts to Accounts Payable for the logo wear purchases made during the previous twelve (12) months; made on or before August 1st of each year.

ARTICLE 42 -- INSURANCE ELIGIBILITY

To be eligible for Life, Dental, and Health insurance coverage, the employee must have a hiring agreement of .5 FTE or greater. Employees who will be eligible for dental and life insurance benefits the first day of the month following 30 days of employment, and/or the first day of the month following 30 days from the date of eligibility after an employment status change to a .5 FTE or greater. Employees shall be eligible for health insurance coverage beginning with the first of the month following thirty (30) days from attaining such eligibility. Temporary and casual employees are not eligible for Health, Dental and Life insurance benefits.

ARTICLE 43 -- HEALTH INSURANCE PREMIUMS

The Employer shall make available group health insurance to those employees who meet eligibility requirements.

Employer reserves the right to change administrators, sources of insurance coverage and to implement insurance cost containment measures, provided that any such change does not materially diminish overall benefits available to the employees. However, the baseline plan benefits must be maintained and agreed upon by the parties to this Agreement prior to any change including, but not limited to actuarial equivalency.

For each employee who is eligible, who elects group health insurance coverage, and who pays his or her share of the monthly premium, the Employer and the Employee shall pay part of the group health insurance monthly premium in the percentages set forth below.

	Employer	Employee
Single	75%	25%
Employee +1	67%	33%
Family	67%	33%

For any Employer contribution for a Qualified High Deductible Plan, a total of seven hundred fifty dollars ($750.00) for single coverage and one thousand five hundred dollars ($1,500.00) for Employee +1 and family coverage shall be contributed to the employee's Health Savings Account during the first six months of each plan year.

Upon written authorization from the employee, the employee's share of the premium shall be deducted on a pre-tax basis from his or her wages, incorporated on the payroll records, and submitted and transmitted to the insurance source.

The Employer shall provide a Section 125 Flexible Spending Account (FSA) which allows for payment of certain medically related expenses and day care on a pre-tax basis. Employees shall be responsible for enrollment and monthly deduction amounts on an annual basis.

Subject to statutorily required continuation privileges ("COBRA"), the insurance coverage shall terminate on the last day of the month in which the employee ceases to be employed by Employer for any reason.

ARTICLE 43 B -- HEALTH INSURANCE CONTINUATION

During such time as an employee may be absent from work due to a work-related injury illness the Employer shall maintain the employee's group health insurance coverage; provided, however, that the employee shall timely pay that portion of the premium the employee would pay if not absent. Failure on the part of the employee to timely pay his or her share of the premiums on or prior to the date the Employer's premiums are due to the insurance company shall constitute a discontinuance of the Employer's obligations under this Article; provided, however, that nothing in this Article shall diminish the employee's right under law, if any, to continued coverage at the employee's expense.

ARTICLE 44 -- LIFE INSURANCE

The Employer shall at its expense provide life insurance coverage in the amount of $50,000.00 plus $50,000.00 in the event of accidental death or dismemberment for each eligible employee subject to benefit reductions post age 65. Eligibility shall be determined as it is for health insurance.

The Employer reserves the right to change insurance carriers or administrators provided that the change does not diminish benefits.

Subject to statutorily required continuation privileges ("COBRA"), the insurance coverage shall terminate on the last day of the month in which the employee ceases to be employed by Employer for any reason.

ARTICLE 45 -- DENTAL INSURANCE

The Employer shall provide a dental insurance plan for eligible employees opting for same. The Employer shall pay the full premium for single coverage. The Employer shall pay eighty percent (80%) and the employee shall pay twenty percent (20%) for family coverage. Eligibility shall be determined as it is for health insurance.

The Employer reserves the right to change insurance carriers or administrators provided that the change does not diminish benefits.

Subject to statutorily required continuation privileges ("COBRA"), the insurance coverage shall terminate on the last day of the month in which the employee ceases to be employed by Employer for any reason.

ARTICLE 46 -- RETIREMENT PLAN

As soon as practicable, the Employer shall implement and maintain a self-directed defined contribution retirement plan for the employees. Commencing May 01, 1997, the Employer shall contribute four and 48/100's percent (4.48%) of gross pay each pay period. An employee may contribute if he or she wishes any amount up to the maximum allowed by law. The employee may change his or her contribution level at any time. All full-time, part-time, and casual employees shall be eligible to participate in the plan, and shall be one hundred percent (100%) retroactively vested, after twelve (12) calendar months of employment; provided, however, that all employees employed as of June 01, 1998, shall be eligible and one hundred percent (100%) vested on the effective date. There shall be no minimum age requirement for eligibility. The Employer reserves the right to change administrators, or to implement cost containment measures, provided that the change does not diminish the Employer's contribution.

Employees hired on or after September 1, 2014, must hold a .5 or greater position to be eligible to participate in and receive contributions in the retirement plan. Employees hired on or after September 1, 2014 will be vested according to the following schedule.

1 yos: 20%
2 yos: 40%
3 yos: 60%
4 yos: 80%
5 yos: 100%

ARTICLE 47 -- JURY DUTY

An employee summoned to jury duty or subpoenaed to court as a witness shall be reimbursed for the' difference between any pay received for such service (exclusive of travel pay) and his or her compensation for regularly scheduled work hours necessarily lost because of such service up to two (2) weeks per calendar year. Such lost hours shall be considered hours worked except for purposes of computing over-time. If released or excused from jury duty or witness service for all or part of a day, the employee shall call the Employer for instructions on whether to report to work; provided, however, combined work, jury duty, and witness service hours in a day shall not exceed the number of hours in the employee's scheduled shift for that day.

ARTICLE 48 -- LEAVES OF ABSENCE

To request any leave of absence (LOA), an employee must complete and submit to his or her manager pursuant to the timelines set forth herein a completed LOA form. Any LOA must be approved by Administration in writing prior to the requested leave date. All arrangements for health insurance coverage, if any, must be made prior to the requested leave date. Employees who are granted a LOA will be considered on an "out of pay" status and therefore will accrue no benefits, unless otherwise required by law.

To request an extension of a LOA, an employee must submit an additional LOA form at least 14 days prior to the return of employment date.

Any employee who is gainfully employed during a LOA will be deemed to have forfeited their position with Grand Itasca Clinic and Hospital, and will be terminated.

A. FAMILY AND MEDICAL LEAVE ACT LEAVE

Pursuant to the Family and Medical Leave Act of 1993, up to 12 weeks of FMLA may be granted to an employee who has been employed for at least 12 months by the Employer, and who has worked at least 1250 hours during the 12 months before the leave is requested.

Employees will first use STDB and/or PTO hours, as eligible, prior to the leave of absence being unpaid. An employee will be allowed to retain forty (40) hours PTO during said leave and have

it available upon his/her return to work. The employee will neither gain nor lose seniority during this leave.

Employer's current policy for administering FMLA leave appears at Policy #HR-156.

B. MINNESOTA PARENTING LEAVE ACT LEAVE

Employer shall provide leave to employees if and to the extent required by the Minnesota Parenting Leave Act. Employer retains all rights granted employers by the Minnesota Parenting Leave Act to administer Minnesota Parenting Leave Act leave. Refer to employer's Policy #HR- 157 for further information.

C. EDUCATIONAL LEAVE.

Leaves of absence without pay, to pursue a full-time educational program for up to two (2) years may be granted at the discretion of the Employer upon written application by the employee. During such leaves, life time hours will be frozen and the employee shall not accrue fringe benefits. The employee may choose to continue insurance coverage; he/she shall be responsible for paying the premiums in full.

At the end of the leave, the employee will be restored to the same position or to an equivalent position for which the employee is qualified to perform, with the same rate of pay and benefits unless there has been a reduction in force or an eliminated position. If no such position is available, the employee will remain on a leave of absence until such position becomes available.

Employer may allow an employee to attend an educational class during the employee's normal work hours, if in Employer's sole discretion, employer determines that the employee's schedule if flexible enough to allow the employee to complete his or her job duties in hours outside of the regular work hours and attendance does not interfere with Employer's management or operation.

An employee wishing to request an educational leave of absence must do so by completing a request for educational leave (available in the Human Resource Office) and submitting it to the employee's immediate supervisor or manager. If approved, the manager will forward the written request to the Human Resource office for processing.

D. BEREAVEMENT LEAVE

For death in the immediate family (current spouse, child, step-child, parent, step-parent, current parent-in-law, grandparent, grandchild, sibling, step-sibling, aunt, uncle, niece, nephew), an employee shall be granted three (3) consecutive days absence from work, with one of such days being the day of the funeral, or other days set by mutual agreement of the employee and the Employer. If the employee was scheduled to work during any of the three (3) absence days, he or she shall be paid for the lost time. The employee shall give the Employer notice of the leave as soon as practicable. By mutual agreement between the employee and the Employer, the employee may be granted additional unpaid time off in connection with the death. Absences for non-covered family members may be

granted with mutual agreement between the Employee and the Employer. In all instances, the employee must first use available PTO for the absence prior to approval for an unpaid absence.

E. NON-FMLA MEDICAL LEAVES OF ABSENCE

Employees who have exhausted their available FMLA time or who are not eligible for FMLA leaves shall be granted a non-FMLA medical leave for personal or family illnesses for a period of up to six (6) calendar months, inclusive of any FMLA time used. Employees will first use STDB and/or PTO hours, as eligible, prior to the leave of absence being unpaid. An employee will be allowed to retain forty (40) hours PTO during said leave and have it available upon his/her return to work.

To receive approval for the leave, employees must submit the documentation outlined in Policy #HR-156 to clarify the medical necessity for either themselves or their family.

For the inclusive period of up to six (6) calendar months of medical leave, the Employer will not permanently fill the employee's position. Upon return from the leave, the employee will return to her/his original position. The employee will neither gain nor lose seniority during this leave.

If the employee is unable to return to work at the conclusion of the leave, an additional six (6) months may be granted; however, during the period the Employer may permanently fill the employee's position. If the employee's original position is filled and the employee becomes able to return to work at the end or prior to the conclusion of the extended leave, the employee shall be offered the first available position for which she/he is qualified.

F. PERSONAL LEAVES OF ABSENCE

At its discretion, Employer may grant an employee a personal leave of absence for up to 31 days. A request for a non-FMLA leave must be submitted at least 30 days prior to the requested leave date, except that when an emergency prevents the giving of such notice, a request must be submitted as soon as practicable. During such leaves, an employee must take the time off as unpaid, lifetime hours will be frozen and the employee shall not accrue fringe benefits. The employee may choose to continue insurance coverage according to the following criteria. Personal leaves lasting 1-14 days, the employee shall pay only their portion of the insurance premium. Personal leaves lasting 15-31 days, the employee shall be responsible for paying the premiums in full (employee/employer portions).

ARTICLE 49 -- LAYOFF AND RECALL

Layoffs and permanent reductions of hours shall be implemented in the inverse order of seniority to the extent senior employees are qualified. Senior displaced employees shall be permitted to displace junior employees provided the senior employee is qualified, and with a reasonable period of orientation (not to exceed sixty (60) calendar days, or longer if mutually agreed by the Employer and the Union), able to perform the functions of the position, in the good faith opinion of the Employer. If during or at the end of the orientation period the employee is not able to perform the functions of the position, that employee shall be laid off without bumping rights. An employee may

be retained out of seniority sequence if the employee with greater seniority does not have the qualifications and ability, following the orientation period, to perform the duties of the position sought.

Permanent reductions of hours and layoffs shall be preceded by thirty (30) days' written general notice to the Union. Employees initially affected (prior to any bumping) shall be notified in writing, with a copy to the Union, at least ten (10) days before the effective date of the hours reduction or layoff.

Upon identifying an employee eligible to exercise bumping rights, by verifying seniority hours in the payroll system based on the preceding pay period, the Employer shall give him or her information on bumping options, such as the positions he or she could bump into, the qualifications for such positions, and any testing required for such positions. The Employer shall also give him or her a list of current open positions within the bargaining unit. The Employer shall also identify a representative to be contacted with questions about bumping. The employee shall thereafter be afforded at least forty-eight (48) hours to consider his or her options before exercising bumping rights. A verified error in bumping rights or options will result in an additional forty-eight (48) hours to consider his or her options.

While any employee is on layoff or working under a permanently reduced schedule, the Employer shall not hire new employees or transfer persons into the bargaining unit until all employees on layoff have been recalled or offered recall.

At the time of layoff an employee shall be paid for the employee's accrued but unused PTO.

Employees on layoff or reduction in hours shall retain recall rights to their former FTE or higher for a period of eighteen (18) calendar months unless earlier forfeited. Recall shall be implemented in the order of seniority, inclusive of any qualified employee on layoff as well as any qualified active employee who has submitted a posting response per Article 18 provided that the senior employee is qualified, and with a reasonable period of orientation (not to exceed sixty (60) calendar days, or longer if mutually agreed by the Employer and the Union), is able to perform the functions of the position, in the good faith opinion of the Employer. An employee may be recalled out of seniority sequence if the employee with greater seniority does not have the qualifications and ability, following the orientation period, to perform the duties of the position sought. An employee on recall status or working a reduction in hours shall forfeit any recall rights upon the employee being offered and declining a position with the same or higher FTE as their former position. The employee being recalled shall be afforded two (2) calendar days to consider the offered position. An employee who accepts a recall position with a lower FTE than the original FTE shall retain recall rights to their previous or higher FTE for a total period of eighteen (18) months. A laid off employee shall forfeit all seniority and his or her employment shall terminate upon a failure to report to work at the appointed time after having been given at least fourteen (14) calendar days' written notice of recall from layoff back into the same position from which the employee was laid off.

When determining qualifications of persons seeking to bump during a layoff or permanent reduction of hours and of persons seeking to be recalled, such persons shall satisfy whatever testing

requirements may be required in cases of transfers into the position, such as typing tests, spelling tests, terminology tests, letter-writing tests, and computer proficiency tests. No new testing shall be required, however, if the employee passed the test on some prior occasion.

An employee who has been bumped or whose position has been abolished shall not be required to but may either select an open position, for which he or she is qualified based on seniority or retain all rights to displace a less senior employee.

An employee who has been bumped or whose position has been abolished shall be provided in writing the following information on positions available to them:

- An up-to-date job description
- A sample schedule

The employee may then have the option to choose two potential positions of interest for an informational interview. Informational interviews will include Human Resources, a current department employee, and a department manager. Information interviews must be scheduled through Human Resources and occur in the 48-hour consideration period.

Open positions shall be available to all qualified employees. Open positions shall be included on the election options and bumping list for employees whose position has been bumped or abolished. Open postings will be awarded based on the most senior qualified employee who has completed either an electronic application or indicated written selection during the bumping election process.

Laid off employees and employees working a reduced schedule during a layoff shall be offered, on the basis of seniority, the opportunity to work intermittent shifts as work is available prior to any recall and before such work is offered to or assigned to other persons. Employees working a reduced schedule shall have priority over laid off employees to such intermittent shifts. The Employer shall be required to make a reasonable attempt to reach affected employees to offer them such intermittent shifts. Inability to work intermittent shifts shall not affect recall rights.

Employees shall be allowed to bid on open positions prior to a recall taking place.

An employee who has been denied bumping or recall on grounds that he or she does not meet the qualifications of the position sought may grieve and arbitrate the denial.

The parties shall meet and negotiate over the effects of any layoff.

ARTICLE 50 – DRUG AND ALCOHOL TESTING

No employee shall use, sell, solicit, possess or transfer drugs or alcohol while working or while on any Employer premises (including parking lots) or Employer work sites, wherever located. No employee shall report to or be at work under the influence of drugs or alcohol, wherever such

work is being performed, including off Employer property. No employee shall operate any Employer vehicle, machinery, equipment, or property at any time, or any private vehicle while used in furtherance of the Employer's business, while using or under the influence of drugs or alcohol.

Employer may conduct drug and alcohol testing of employees according to the provision of the Minnesota Drug and Alcohol Testing in the Workplace Act, with the following additional provisions:

There shall be no random testing, except as provided in the Act during and following rehabilitation.

Reasonable suspicion testing shall be conducted only if a trained supervisor forms and documents the suspicion and informs the employee of his or her right to consult with a Union resource person.

An employee shall have the right to consult with a Union resource person at all stages of the testing process, provided such consultation does not unduly delay the proceedings.

A refusal by an employee to undergo testing may result in discipline.

The second incident of a positive test result may result in discharge.

An employee who has been suspended without pay shall be reinstated with back pay if the outcome of a confirmatory test or confirmatory retest is negative.

An employee may utilize available STDB and/or PTO to cover time off from work for purposes of rehabilitation following the first instance of a positive test.

An employee may grieve any alleged violation of this article or the Act.

ARTICLE 51 -- RESIGNATION

An employee voluntarily terminating employment shall give the Employer at least three (3) weeks written notice of such termination. Failure to do so shall result in forfeiture of any pay for accrued but unused PTO. No scheduled PTO may be taken during the three (3) week notice period. The employee may leave his or her employment prior to the end of the three (3) week notice period if a competent replacement is available. If the employee wishes to take a vacation during the three (3) week notice period, the vacation shall be scheduled by mutual agreement of the employee and the Employer. An employee may rescind their resignation within seven (7) days of their submitted notice with mutual agreement between the employee and employer.

ARTICLE 52 -- DISCIPLINE, SUSPENSION, AND DISCHARGE

The Employer shall not discipline, suspend, or discharge any employee without just cause and unless progressive discipline steps have been followed. The steps include a first warning, a second warning, suspension, and discharge. All warnings, suspensions, and discharges shall be in writing, with copies to the affected employee, the affected employee's personnel file, and the Union. The Employer may bypass one or more steps of progressive discipline in cases of serious misconduct, including, but not limited to, abuse or neglect of a patient or resident, violation of patient or resident confidentiality, theft, assault, falsification of any business or medical record, use, sale, solicitation, possession, or transfer of drugs or alcohol while working or while on any Employer premises, and reporting to or being at work under the influence of drugs or alcohol.

Whenever the Employer determines that an employee may be subject to discipline that could result in suspension without pay or discharge, the Employer shall schedule a predisciplinary (fact-finding) conference to afford the employee an opportunity to offer an explanation of the alleged conduct. Attendance at the conference on behalf of the employee shall be limited to the employee, the Union's staff representative, and the Union's local president or shop steward, all of whom shall be given advance written notice of the date and time of the conference. If the employee and the Union's staff representative agree that the Union's staff representative will not attend the conference, their agreement shall be in writing, signed by both, and filed in the employee's personnel file. Any waiver by the employee of the conference shall be in writing, signed by the employee.

Except for warnings and suspensions imposed for serious misconduct, all other warnings and suspensions shall expire for progressive discipline purposes eighteen (18) months after they were imposed.

ARTICLE 53 -- GRIEVANCES AND GRIEVANCE ARBITRATION

Any grievance which may arise between the parties shall be settled in accordance with the four-step procedure set forth below. However, a supervisor may meet individually with any employee in order to discuss matters pertaining to that employee's performance of duties. Such discussions shall not be considered a Step One grievance meeting.

The term "grievance," as used in this Agreement, shall mean any complaint or request of an employee or the Union which involves the interpretation or application of, or compliance with the provisions of, this Agreement, and shall include any differences between the Employer and the Union as to meaning and application of the provisions of this Agreement, or as to any question relating to the wages, hours of work, or other conditions of employment under this Agreement of any employee. In addition to any other provisions of this Agreement authorizing the Union to process grievances, the grievance procedure may be utilized by the Union in processing the following types of grievances: (1) In the event an employee dies, the Union may process on behalf of his or her legal heirs any claim he or she would have had relating to any monies due under any provisions of this Agreement; (2) A grievance which alleges a violation of the obligations of the Employer to the Union as such, shall be processed directly in the grievance procedure by the Union through its president or chief steward.

Step One: The employee, either individually or with a Union representative, shall discuss the matter with the employee's immediate supervisor within fourteen (14) calendar days of its alleged

occurrence. If no settlement is reached, the grievant or the Union may, within fourteen (14) calendar days after the discussion, appeal to Step Two.

Step Two: If such grievance cannot be resolved within such fourteen (14) calendar day period, the grievance shall be reduced to writing by the grievant or the Union on an official grievance form and filed with the Human Resources Director or his or her authorized representative. The representative of the Employer and the Union shall hold a Step 2 meeting within fourteen (14) calendar days of receipt of the written grievance. The employer shall present a written answer to the grievance labeled as Step 2 response, with a copy to the grievant and Union representative who attended the Step 2 meeting within fourteen (14) calendar days. If no settlement is reached, the grievant or the Union may, within fourteen (14) calendar days appeal the matter to Step Three.

Step Three: The grievance shall be submitted to mediation by a mediator appointed by the Federal Mediation and Conciliation Service or the Bureau of Mediation Services. The mediation session shall be conducted as soon as allowed by the mediator's schedule. If no settlement is reached, the grievant or the Union may, within fourteen (14) calendar days after the mediation session, appeal the matter to Step Four.

Step Four: If Steps One through Three fail to settle the grievance, the parties shall submit the grievance to an arbitrator for resolution. The parties shall request from the Bureau of Mediation Services or the Federal Mediation and Conciliation Service a list of the names of seven (7) potential arbitrators. The arbitrator shall be selected by the Employer and the Union alternately striking names from the list until only one (1) name remains. The Union shall strike first. The arbitrator's fees and expenses and the cost of any hearing room jointly selected shall be shared equally by the parties. The arbitrator's decision shall be rendered within forty-five (45) days after the hearing of the dispute, unless extended by mutual agreement. The award of the arbitrator shall be final and binding upon the Employer, the Union, the grievant, and all other employees. The arbitrator shall have jurisdiction only over grievances or disputes which may arise between the parties concerning the application or interpretation of this Agreement. All arbitration decisions shall be rendered in accordance with the language of this Agreement and any written interpretations of this Agreement signed by the parties. The arbitrator shall have no power to add to, subtract from, or modify in any way any of the provisions of this Agreement.

No grievance, other than wage claims, shall be filed or processed if based on an event occurring more than fourteen (14) calendar days before the written Step Two grievance was filed. A written Step Two grievance based on a wage claim shall be filed within thirty (30) days of the receipt of the pay check reflecting the complaint. A grievance shall be considered resolved on the basis of the last answer of the Employer if not timely appealed to the next step. Deadlines in this grievance and arbitration article may be extended by written agreement of the parties.

ARTICLE 54 -- SAFETY AND HEALTH

If an Employee believes that there exists unsafe working conditions which may adversely affect the safety or health of any person, the employee shall notify his or her supervisor of the conditions. If the supervisor agrees with the employee's concerns, the employee shall be relieved from so much of his or her job as will avoid the condition and shall resume performing all job duties when the condition is remedied. In the event of a dispute over the safety or health concern, the employee or the Union may seek resolution under this Agreement's grievance and arbitration procedure.

The Union may nominate two (2) bargaining unit members to sit on the Employer's Safety Committee. The Employer shall select one (1) of the nominees to sit on the committee. The bargaining unit representative to the committee shall be paid for time spent at committee meetings held during that Employee's scheduled work hours.

ARTICLE 55 -- NOTICES

Any notice required or permitted under this agreement is to be given by one party to the other shall be given in writing and mailed to these addresses:

Employer: Human Resource Director
Grand Itasca Clinic & Hospital
1601 Golf Course Road
Grand Rapids, Minnesota 55744

Union: Minnesota Council 65, AFSCME, AFL-CIO
118 Central Avenue
Nashwauk, Minnesota 55769

ARTICLE 56 -- CONFLICT WITH LAW

Any law which supersedes any provision of this Agreement shall not void any other provisions of this Agreement, and the balance of this Agreement shall remain in full force and effect. The parties shall meet and negotiate over any language found to be superseded by law.

ARTICLE 57 – SUCCESSORSHIP AND ASSIGNMENT

Prior to any consolidation, merger, sale, transfer or assignment of any part of the Grand Itasca Clinic and Hospital to any successor or assignee, the Employer, as a condition of the consolidation, merger, sale, transfer or assignment, shall require the successor or assignee to recognize AFSCME Council 65 as the exclusive representative of the employees as described in Article 4, Recognition, and honor the Collective Bargaining Agreements that are in place at the time of consolidation, merger, sale, transfer or assignment of any part of Grand Itasca Clinic and Hospital. The Employer will also communicate to the successor or assignee its desire that the employees' seniority be continued unbroken after the consolidation, merger, sale, transfer or assignment.

ARTICLE 58 -- TERM

This Agreement shall be in effect from August 1, 2020 to July 31, 2023, and shall continue in full force and effect from year to year thereafter unless written notice of desire to change, modify or terminate the Agreement is given by either party to the other party ninety (90), but no more than one hundred and twenty (120), days prior to the expiration date of the agreement or any renewal date thereafter. If such notice is given the parties shall engage in collective bargaining with respect to a new collective bargaining agreement.

In witness whereof, the parties hereto have hereunto set their hands as of the dates set forth below.

Dated this 21st day of August, 2020

Grand Itasca Clinic & Hospital,
a Minnesota Non-Profit Corporation

By: _____
Jean ~~McDonald,~~ President
MacDonald

By: _____
Katherine Burns-Christanson-HR Director

Dated this 24th day of August 2020

American Federation of State, County and Municipal Employees, AFL-CIO, Minnesota Council 65, Local No. 455

By: _____
Learn Stoll, Council Labor Representative

By: MPeterson 8/21/20
Michelle Peterson, Local 455-2 President

LETTER OF UNDERSTANDING: LIFE INSURANCE

AFSCME Local 455, Clerical and Grant Itasca Clinic and Hospital mutually agree to negotiate life insurance coverage upon receipt of cost information to Grand Itasca with an expected negotiation decision on or before November 15, 2020.

Dated this 21st day of August, 2020

Grand Itasca Clinic & Hospital,
a Minnesota Non-Profit Corporation

By: _____
Jean ~~McDonald~~ MacDonell, President

By: _____
Katherine Burns-Christanson-HR Director

Dated this 24th day of August, 2020

American Federation of State, County and Municipal Employees, AFL-CIO, Minnesota Council 65, Local No. 455

By: _____
Leann Stoll, Council Labor Representative

By: MPeterson 8/20/21
Michelle Peterson, Local 455-2 President

LETTER OF UNDERSTANDING: AFR FLOAT POSITION

AFSCME Local 455, Clerical and Grand Itasca Clinic and Hospital mutually agree that Grand Itasca Clinic and Hospital will create an AFR Floater position as a pilot program. The pilot program will be initiated within 90 days of the ratification of this contract. The parties agree to meet, and discuss the progression of the pilot program no later than one (1) year from implementation of the pilot program.

Dated this 21st day of August, 2020

Grand Itasca Clinic & Hospital,
a Minnesota Non-Profit Corporation

By: _____
Jean McDonald, President

By: _____
Katherine Burns-Christanson-HR Director

Dated this 24 day of August, 2020

American Federation of State, County and Municipal Employees, AFL-CIO, Minnesota Council 65, Local No. 455

By: _____
Leann Stoll, Council Labor Representative

By: _____ 8/20/21
Michelle Peterson, Local 455-2 President

LETTER OF UNDERSTANDING: AFR POSITION POSTING AND AWARD PROCESS

Grand Itasca clinic and hospital (employer) and AFSCME-clerical (union) agree to the following process regarding the posting and awarding of Account Financial Representative (AFR) clinic positions. This letter of understanding shall not be construed as an agreement by the employer that all vacancies shall be posted nor amend or limit the employer's right to schedule or assign work.

1. Positions shall be posted, per article 18 vacancies. The posting shall indicate position name (AFR-clinic), qualifications, department (patient access) fte, shift and filing deadline.

2. The employer will simultaneously send an email to current afr clinic employees and the union president indicating an afr clinic position has been posted.

3. Current AFR-clinic employees will indicate interest in the position via an email to the patient access manager and human resources by the filing deadline.

All other bargaining unit employees shall submit an electronic application prior to the filing deadline.

The position shall be awarded to the most senior qualified employee.

Dated this 21st day of August, 2020

Grand Itasca Clinic & Hospital,
a Minnesota Non-Profit Corporation

By: _____
Jean McDonald, President

By: _____
Katherine Burns-Christanson-HR Director

Dated this 21st day of August, 2020

American Federation of State, County and Municipal Employees, AFL-CIO, Minnesota Council 65, Local No. 455

By: _____
Leann Stoll, Council Labor Representative

By: MPeterson 8/21/20
Michelle Peterson, Local 455-2 President

AFSCME 455
CLERICAL EMPLOYEES
August 1, 2020 - July 31, 2023

	Years/Hr	Min	1040	2080	4160	6240	8320	10400	12480	14560	16640	18720	20800
	2020	13.56	14.00	14.44	14.86	15.29	15.50	15.71	15.93	16.15	16.36	16.57	16.79
	2021	13.88	14.33	14.78	15.21	15.65	15.86	16.08	16.30	16.53	16.74	16.96	17.18
	2022	14.20	14.66	15.12	15.56	16.01	16.23	16.45	16.68	16.92	17.13	17.36	17.58
	2023	14.53	15.00	15.47	15.92	16.38	16.61	16.83	17.07	17.31	17.53	17.76	17.99
Imaging Department Coordinator Switchboard Operator	2020	14.02	14.46	14.88	15.32	15.73	16.18	16.58	17.03	17.47	17.88	18.32	18.74
	2021	14.35	14.80	15.23	15.68	16.10	16.56	16.97	17.43	17.88	18.30	18.75	19.18
	2022	14.68	15.14	15.58	16.05	16.48	16.95	17.37	17.84	18.30	18.73	19.19	19.63
	2023	15.02	15.49	15.94	16.42	16.86	17.34	17.77	18.26	18.73	19.17	19.64	20.09
HIM Assistant	2020	14.27	14.71	15.13	15.57	15.98	16.43	16.83	17.28	17.72	18.13	18.57	18.99
	2021	14.60	15.05	15.48	15.93	16.35	16.81	17.22	17.68	18.13	18.55	19.00	19.43
	2022	14.94	15.40	15.84	16.30	16.73	17.20	17.62	18.09	18.55	18.98	19.44	19.88
	2023	15.29	15.76	16.21	16.68	17.12	17.60	18.03	18.51	18.98	19.42	19.89	20.34
Data Information Assistant Release of Information Specialist	2020	15.34	15.76	16.20	16.63	17.05	17.48	17.91	18.33	18.76	19.18	19.62	20.05
	2021	15.70	16.13	16.58	17.02	17.45	17.89	18.33	18.76	19.20	19.63	20.08	20.52
	2022	16.07	16.51	16.97	17.42	17.86	18.31	18.76	19.20	19.65	20.09	20.55	21.00
	2023	16.44	16.89	17.37	17.83	18.28	18.74	19.20	19.65	20.11	20.56	21.03	21.49
Admission Financial Rep - Clinic	2020	15.52	15.94	16.37	16.81	17.23	17.66	18.10	18.51	18.95	19.36	19.79	20.22
	2021	15.88	16.31	16.75	17.20	17.63	18.07	18.52	18.94	19.39	19.81	20.25	20.69
	2022	16.25	16.69	17.14	17.60	18.04	18.49	18.95	19.38	19.84	20.27	20.72	21.17
	2023	16.63	17.08	17.54	18.01	18.46	18.92	19.39	19.83	20.30	20.74	21.20	21.66
	2020	15.69	16.11	16.54	16.98	17.40	17.83	18.28	18.68	19.13	19.53	19.96	20.39
	2021	16.06	16.49	16.93	17.38	17.81	18.25	18.71	19.12	19.58	19.99	20.43	20.87
	2022	16.43	16.87	17.32	17.78	18.22	18.68	19.15	19.57	20.04	20.46	20.91	21.36
	2023	16.81	17.26	17.72	18.19	18.64	19.12	19.60	20.03	20.51	20.94	21.40	21.86
Dedicated Authorization Specialist Home Care Secretary Surgical Services Support Secretary	2020	16.05	16.47	16.90	17.34	17.77	18.18	18.62	19.05	19.47	19.90	20.33	20.77
	2021	16.43	16.86	17.30	17.75	18.19	18.61	19.06	19.50	19.93	20.37	20.81	21.26
	2022	16.81	17.25	17.70	18.16	18.61	19.04	19.50	19.95	20.39	20.84	21.29	21.76
	2023	17.20	17.65	18.11	18.58	19.04	19.48	19.95	20.41	20.87	21.33	21.79	22.27
Accounts Payable Admission Financial Rep - ED Patient Account Specialist	2020	16.40	16.83	17.25	17.68	18.12	18.57	18.97	19.42	19.81	20.25	20.67	21.12
	2021	16.78	17.22	17.65	18.09	18.54	19.00	19.42	19.87	20.27	20.72	21.15	21.61
	2022	17.17	17.62	18.06	18.51	18.97	19.44	19.87	20.33	20.74	21.20	21.64	22.11
	2023	17.57	18.03	18.48	18.94	19.41	19.89	20.33	20.80	21.22	21.69	22.14	22.63
Financial Advocate Finanical Authorization Specialist HIS Secretary (MOU)	2020	16.77	17.19	17.62	18.04	18.48	18.91	19.33	19.76	20.39	20.84	21.24	21.69
	2021	17.16	17.59	18.03	18.46	18.91	19.35	19.78	20.22	20.87	21.33	21.74	22.20
	2022	17.56	18.00	18.45	18.89	19.35	19.80	20.24	20.69	21.36	21.83	22.25	22.72
	2023	17.97	18.42	18.88	19.33	19.80	20.26	20.71	21.17	21.86	22.34	22.77	23.25
Staffing Coordinator Staffing Clerk	2020	17.44	17.96	18.47	18.93	19.39	19.86	20.30	20.77	21.19	21.64	22.09	22.56
	2021	17.85	18.38	18.90	19.37	19.84	20.32	20.78	21.26	21.69	22.15	22.61	23.09
	2022	18.27	18.81	19.34	19.82	20.30	20.79	21.26	21.76	22.20	22.67	23.14	23.63
	2023	18.70	19.25	19.79	20.28	20.77	21.27	21.76	22.27	22.72	23.20	23.68	24.18

* Lead positions receive $1/hr additional pay

ABOUT YOUR UNION:

AFSCME Council 65 represents both public and private sector employees primarily outside the Twin Cities/Duluth areas in Minnesota, North Dakota and South Dakota. We are a proud union established over 50 years ago. AFSCME Council 65 is part of the 1.3 million member AFSCME organization throughout the United States.

There are 120 organized Locals and about 400 bargaining units in Council 65 representing county, city, school districts and health care. Council 65 works to improve the pay and working conditions of its members and is committed to winning respect through strong contracts for its members. Council 65 is membership driven through the local units.

Members of the Local union elect their own officers, send delegates to Council conventions and conduct the day-to-day business of their local through membership meetings. Dues that members pay each month go to the International Union, Council 65 and your local union for use as the membership sees fit.

Each person who joins AFSCME makes the Union stronger and strengthens the Union at the bargaining table.

Council 65 provides a staff representative to assist in legal issues, contract negotiations, enforce the contract and provide training to locals for contract administration grievances), contract negotiations (bargaining) and organizing. AFSCME International and Council 65 lobby both federal and state legislators on laws that affect public and private sector employees and work to ensure adequate funding is provided for the services that our members perform. AFSCME is also involved in the political arena as your right to collectively bargain is enshrined in state law.

Therefore, we engage in the political process at the local, state and federal level to elect politicians who improve governmental services, are committed to quality public services, respect collective bargaining and public employees. AFSCME members have their own independent political organization called Public Employees Organized to Promote Legislative Equality (P.E.O.P.L.E). Union dues cannot be given directly to candidates. So therefore, please consider donating to P.E.O.P.L.E. to help you, as well as your brothers and sister in the labor movement, to protect your rights in the workplace-ask your union officials or your staff representative on how to be involved in the P.E.O.P.L.E. program.

AFSCME Council 65 welcomes you to its Union family and asks you to get involved in your Local union. Your Local President will assist you on how you can be involved in making your workplace better. The best way to start getting involved is to attend a union meeting.

Solidarity and welcome.

Any Questions feel free to contact us at 218-885-3242

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To: **AFSCME-Clerical Employees**

From: **Grand Itasca Leadership**
AFSCME-Clerical Leadership

Date: **July 13, 2021**

RE: **Article 38 - PTO Scheduling LOU**

Grand Itasca Leadership and AFSCME-Clerical Leadership have worked jointly to clarify language regarding request timeframes for Annual PTO Granting; Article 38 – PTO Scheduling.

This Letter of Understanding represents the full and complete agreement between the parties regarding this matter. The provisions of this LOU do not modify the parties Collective Bargaining Agreement, or any current practice not delineated, but instead are in addition to the existing provisions and practices. All other provisions of the bargaining agreement continue to apply including but not limited to: wage increases, fringe benefits, and PTO.

Article 38 – PTO Scheduling

Annual PTO requests must be submitted by April 1st of each year for the period of May 1st – April 30th. At that time, an employee may only submit PTO that has been earned by March 31st. Subject to Employer and departmental service requirements, such periods shall then be granted in accordance with seniority. A master calendar for approved and pending departmental PTO will be made available for viewing by April 15th. Second round requests may be submitted after, between ~~April 15th~~ **April 2nd** and April 22nd for PTO that has been earned by March 31st. The master calendar will then be updated by April 30th. Requests may be submitted after this date during any timeframe if PTO will be accrued by the date used and will be granted by the date submitted. If more than one (1) request is received on the same day, for the same date, PTO will be granted by seniority. After PTO schedules have been so established, a senior employee shall not be permitted to take the PTO already assigned to a junior employee. However, upon mutual consent of both the employee and Employer, changes may be made to assigned PTO. The master calendar will continue to be updated at all times.

***INITIAL SUBMISSION PERIOD –**
BY APRIL 1st –
MUST BE IN PTO BANK

*PTO Requests will be limited as follows for the months of June, July and August to:

- Up to three (3) full weeks of PTO
- Up to five (5) individual days of PTO
- Any applicable holidays
- Any applicable personal business days

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*PTO requests for all other time periods may include:

- Any number of full weeks of PTO
- Any of the five (5) remaining individual PTO days not used during June, July, or August
- Any applicable holidays
- Any applicable personal business days

***SECOND ROUND SUBMISSION PERIOD –**
~~APRIL 15th~~ April 2nd – APRIL 22nd –
MUST BE IN PTO BANK

*PTO requests as follows for PTO not granted during the initial submission period:

- Any remaining of the three (3) full weeks plus one (1) additional full week of PTO during June, July, and August
- Any remaining of the five (5) individual days of PTO not used during June, July, and August
- Any remaining applicable holidays
- Any remaining applicable personal business days

****ADDITIONAL SUBMISSIONS –**
~~AFTER APRIL 30TH~~ BEGINNING APRIL 23rd –
MUST BE ABLE TO ACCRUE BY DATE USED

**PTO requests ~~after April 30th deadline~~ beginning April 23rd are no longer limited:

- Any additional number of weeks of PTO during any timeframe
- Any additional individual days of PTO during any timeframe

For PTO requests that are submitted ~~after April 1st~~ beginning April 23rd, if an employee submits an electronic request form then the employer must provide a written response to the request within seven (7) calendar days of the electronic request form, or the employee may consider the request approved.

K. A. Burns-Christianson — 7/14/21
Katherine Burns-Christianson — Date
HR Director

Jody VanHout — 7.13.21
Jody VanHout — Date
AFSCME Local 455C President

Leann Stoll — 7/19/21
Leann Stoll — Date
AFSCME Council 65 Representative