

**AGREEMENT**

**BETWEEN**

**THE AMERICAN FEDERATION OF STATE, COUNTY &  
MUNICIPAL EMPLOYEES, AFL-CIO**

**LOCAL 730 SERVICE & SUPPORT UNIT**

**AND**

**ESSENTIA HEALTH VIRGINIA**

**VIRGINIA, MINNESOTA**

**JANUARY 1, 2021 - DECEMBER 31, 2023**

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## AGREEMENT

Entered into on October 27, 2021, by and between Essentia Health Virginia hereinafter referred to as the "Employer", and Local No. 730, American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and the Congress of Industrial Organizations, hereinafter referred to as the "Union".

### ARTICLE 1 RECOGNITION

#### Section 1.1

Exclusive Representative: The Employer hereby recognizes Local Union No. 730, Minnesota Council 65, AFSCME, AFL-CIO, as the exclusive representative for collective bargaining purposes of the employees of Essentia Health Virginia in the unit composed of all regular permanent full-time, part-time and casual clerical, dietary, laboratory, housekeeping, maintenance, laundry and nursing service personnel, excluding supervisory employees, registered nurses, licensed practical nurses, accredited technicians, and confidential secretaries, as per certification by the State of Minnesota, Division of Conciliation, dated August 24, 1959, and March 15, 1967. Secretaries to Medical Specialists are also excluded from the bargaining unit by mutual agreement. No discrimination shall be exercised against any employee because of Union membership or because of race, creed, sex, color, religious or political belief.

#### Section 1.2

Intent to Contract: The Union shall be notified of any Employer intention to contract out Union jobs.

#### Section 1.3

Access to Premises: The Union shall be permitted the use of bulletin boards for the posting of notices of meetings to its members.

#### Section 1.4

Union Participation: Union representatives shall be permitted reasonable time with advance notice to visit and confer with employees at their work sites and with the Employer regarding complaints and grievances and to assure that the Agreement is being properly administered. No employee will suffer any loss of pay or benefits for such meetings.

The Employer will grant up to an aggregate of twenty (20) days off per year for employee representatives to attend Union events. The Union will determine who within the bargaining unit shall be granted such days off. Days off will be requested following established procedure in the respective departments. Such days off shall be unpaid, without loss of benefit hours, or the employee may elect to use available PTO/vacation. The Employer may limit the number of employees from a department who may be gone at the same time based upon the staffing needs of the department.

ARTICLE 2  
INTENT AND PURPOSE

Section 2.1

Purpose: The purpose of this Agreement is to (a) promote and insure harmonious relations, cooperation and understanding between the Employer and its employees; (b) to encourage economy of operation and the protection of property; (c) to establish standard hours of work, rates of pay, and working conditions; and to these ends, the Employer pledges its employees considerate and courteous treatment, and the employees directly and through their agent (the Union) pledge the Employer loyal and efficient service.

Section 2.2

Conflict Resolution: The Employer shall provide opportunities for prompt consideration of employee concerns. Employees are expected to use the following steps:

1. Discuss your concern with your immediate supervisor. Supervisors will treat every concern with dignity and respect. In most instances, your concern should be resolved at this step.
2. If you are not satisfied with your supervisor's response, you may request to discuss the concern with your department manager.
3. Should your concern still be unresolved, you may request to have it reviewed by the Director of Employee and Labor Relations, or designee.

ARTICLE 3  
RIGHTS OF MANAGEMENT

Section 3.1

Rights of Management: Except as limited by the provisions of this Agreement, the management of Essentia Health Virginia and the direction of the working forces, including the right to direct, plan and control hospital operations, to schedule, hire, recall, transfer, promote, demote, suspend for cause, discipline, and discharge employees for cause, to lay off employees because of lack of work or for other legitimate reasons, to introduce new and improved operating methods and/or facilities, and to change existing operating methods and/or facilities, and to manage Essentia Health Virginia are vested exclusively in the Employer.

The Union agrees to observe and uphold such reasonable rules and regulations as the Employer from time to time may establish. The Employer shall have the right to enforce compliance for the purpose of proper management of the institution.

### Section 3.2

Successors and Assignees: This Agreement shall be binding upon the successors and assignees of the parties hereto, under this contract, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger or annexation, transfer or assignment of either party hereto or affecting, modified, altered or changed in any respect whatsoever by any change of any kind of the ownership, or management, of either party hereto or by any change geographically or place of business of either party hereto.

## ARTICLE 4 PAYMENT OF DUES

### Section 4.1

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 520 hours of employment. Union membership is required only to the extent that employees must pay either (i) the Union's initiation fees and periodic dues or (ii) fair share fees which in the case of a regular fair share fee payer shall be equal to the Union's initiation fees and 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.

### Section 4.2

Upon receipt of written notice from an eligible employee who has signed an authorized payroll deduction card, the Employer shall deduct monthly Union dues from the employee's salary, in accordance with the formula or schedule provided by AFSCME Council 65. Such authorization may be submitted electronically. The Employer agrees to make such payroll deductions and remit same to AFSCME Minnesota Council 65, (3335 W St Germain St, Suite 107, St. Cloud, MN 56301) together with a listing of names of the employees from whose pay deductions were made, hours of work, and salary rate. Said report shall be provided in an electronic readable file format or (Excel) file on a monthly basis. Deductions may be terminated by the employee giving thirty (30) days written notice to the Employer with a copy to the Local 730 President, after which the Employer will discontinue further deductions.

### Section 4.3

Those employees who do not wish to become Union members shall pay a fair share fee as established and assessed by the Union, same not to exceed 100% of the assessed Union dues.

The Employer agrees to provide the Union with the name, address, hourly wage rate, and FTE status and with such relevant information as is requested by the Union to assess such fees and notify employees of same. Such information shall be provided to the Union on a quarterly basis. The Employer shall, upon notification from AFSCME Council 65, make a payroll deduction in the amount of assessed fair share fees and remit same to the Union on a monthly basis.

### Section 4.4

People Deduction: The employer agrees to deduct from the wages of any employee who is a member of the Union a PEOPLE deduction as provided for in a written authorization. Such authorization may be submitted electronically. Such authorization must be executed by the employee and may be revoked by the employee at any time by giving written notice to both the Employer and the Union. The Employer agrees to remit any deductions made pursuant to this provision promptly to the Union together with an itemized statement showing the name of each employee from whose pay such deductions have been made and the amount deducted during the period covered by the remittance.

This is a voluntary program and shall apply as long as AFSCME Local 730 (Both LPN and Service and Support Unit) has a minimum amount of 5 participants with a minimum contribution of \$1.00 per month per person.

## ARTICLE 5 HOURS OF WORK

### Section 5.1

Definition of Work Week: For Clinic employees: The normal hours of work shall be eight (8) hours per day and forty (40) hours per week. All hours worked in excess of forty (40) hours per week or nine (9) per day shall be compensated for at time and one-half rates; provided, however, that when an employee is working an alternative schedule or has flexed his/her hours by mutual agreement, no overtime shall be paid except for hours worked in excess of forty (40) per week.

For Hospital employees: The normal hours of work shall be eight (8) hours per day and eighty (80) hours per payroll period. All hours worked in excess of eight (8) hours per day, eight (8) consecutive hours or eighty (80) hours per payroll period shall be compensated for at time and one-half (1-1/2) rates.

For all employees: The normal work week shall consist of five (5) consecutive days of eight (8) hours each. Employer does not guarantee work of eight (8) hours per day, forty hours per week or eighty (80) hours per payroll period. Sick hours do not count toward the weekly overtime calculation. Employees on an alternative work schedule will receive overtime if they exceed their scheduled hours in a day or forty (40) hours in a week. (Example: an employee who works an alternative work schedule of 12 hour shifts will receive overtime pay for all hours worked in excess of 12 per day or 40 hours per week)

There shall be no pyramiding of overtime or premium pay.

In order to provide for a system paying increments of time, the following schedule for payment shall be utilized:

<u>Time Clock Recording</u>	<u>Pay</u>
0 - 7 minutes	0
8 - 22 minutes	15 minutes
23 - 37 minutes	30 minutes
38 - 52 minutes	45 minutes
53 - 67 minutes	60 minutes

This system of paying increments does not imply nor give permission for employees to punch in up to 7 minutes late or punch out up to 7 minutes early. Employees are expected to be punched in by their designated shift start time and work their full shift.

## Section 5.2

Posting of Work Schedule: Work schedules shall be posted at least two weeks in advance of the work period to be covered by the schedule. Work schedules will typically be a two-week schedule. Departments reserve the right to post schedules for longer time frames that best suit the individual department. Employees wanting special days off must put in their request in writing at least seven (7) days in advance of the posting of the new schedule. The Employer shall designate a supervisor to accept employee requests in the absence of the immediate supervisor. When changes in the posted work schedule are made the employees so affected shall be personally notified of such change as soon as possible. Any changes to the posted schedule where the employee receives twenty-four (24) hour prior notice are not considered a forced shift. Changes to a posted schedule, other than forced changes, are to be agreed upon and documented by all employees affected. Extra shifts are offered to qualified employees by seniority. The Employer cannot change a posted schedule to avoid overtime. Part-time employees will be regularly scheduled so that the part-time employees with the most seniority are given more or equal hours than less senior employees in the same job posting or job description.

- A. A temporary schedule for HUCs and Hospital CNAs shall be included in the temporary nursing schedule as well as in the permanent schedule.
- B. Employees will not be scheduled more than 5 (8 hour) shifts or 4 (10 or 12 hour) shifts consecutively unless agreed upon by the employee.



Forced shifts will first be offered in accordance with the process outlined under Section 5.21 to qualified employees by seniority to be worked voluntarily. If no one volunteers, the forced shift will be assigned in inverse seniority and rotated through all qualified staff in the department, and the affected employee(s) shall be personally notified.

### Section 5.3

Guarantee of Work: When an employee is called in to work as a replacement to fill a scheduled shift, the employee shall work the total available hours of the shift but shall be paid for not less than four (4) hours.

When an employee is called out on other than as a replacement to fill a scheduled shift, the employee reporting for such call-out shall receive a minimum of four (4) hours pay at straight time rates and overtime where applicable. When an employee reports to work prior to the start of his/her shift and the hours worked are consecutive, such will not be considered as call-out under this provision but shall be compensated at the regular rate of pay and overtime where applicable.

When an employee reports for work in accordance with the schedule without having been previously notified at least four (4) hours prior to the beginning of the shift not to report, the employee shall receive a minimum of four (4) hours work or four (4) hours pay in lieu thereof. A message left on the employee's phone number on record shall be considered notification.

### Section 5.4

Purchase of a Meal: If an employee is required to double out and the employee was not notified of this requirement prior to the start of the first shift, the Employer shall provide a meal ticket for use in the Hospital cafeteria, which ticket is valid only on the day the employee is required to double out. If the cafeteria is closed, a meal tray will be provided.

### Section 5.5

Definition of Work Shifts: Employees shall be scheduled to work in accordance with the following schedule:

Night Shift All shifts beginning 10:00 pm and 1:00 am, inclusive shall be considered night shifts.

Day Shift All shifts beginning between 6:00 am and 9:00 am, inclusive, shall be considered day shifts.

Afternoon Shift All shifts beginning between 3:00 pm and 11:30 pm, inclusive, shall be considered afternoon shifts.

- Individual departments may vary from the foregoing schedule in order to meet current patient needs.
- The work week begins with the day shift on Monday. The first shift of the day is the day shift.

## Section 5.6

Lunch Period: A one-half (M) hour non-paid lunch period is included in shifts of six (6) hours or more. If an employee is forced to work through the lunch period due to work demands, the employee shall record that time on his/her required timekeeping record and notify his/her supervisor before the end of the shift.

## Section 5.7

Rest Periods: Two (2) fifteen (15) minute rest periods shall be allowed during any 8 hour shift and those employees working a shift from 4 to 7 hours shall receive one (1) fifteen (15) minute rest break. If an employee is not able, due to work demands, to take said break, it shall not apply toward reduction of the shift or overtime.

## Section 5.8

Split Shifts: There shall be no split shifts scheduled without the consent of the employee.

## Section 5.9

Double Shifts. Employees will not be forced to work more than three double shifts in a row, except when deemed necessary to meet patient or resident needs and the Employer was unable to arrange alternative staffing. Employees who pick up a shift and come in to work on their day off will not be forced to work a double shift, except when deemed necessary to meet patient or resident needs and the Employer was unable to arrange alternative staffing.

## Section 5.10

Alternative Work Schedules: The Employer and an employee may mutually agree to a pattern of work that deviates from the normal scheduling and overtime practices outlined in this Agreement. The employee shall have the opportunity to review the alternative schedules prior to volunteering for alternative work schedule. The Employer shall retain written documentation of the agreement. Either the Employer or the employee may revoke such election by giving written notice to the other party at least four (4) weeks prior to the effective date of the next posted schedule.

## Section 5.11

Shift Differential: An employee scheduled to work on the afternoon shift shall be paid a premium of ninety cents (\$.90) per hour for all hours worked on that shift, and an employee scheduled to work on the night shift shall be paid a premium of one dollar ten cents (\$1.10) per hour for all hours worked on that shift. Shifts scheduled to begin between 1:00 pm and 6:00 pm shall be entitled to the afternoon shift premium. Shifts of more than eight (8) hours in length are eligible for shift differential for all qualifying hours. (Example: An employee on a day shift of 7:00 am to 3:30 pm works 7:00 am until 6:00 pm. The employee qualifies for afternoon shift differential for the hours of 3:30 pm to 6:00 pm)

## Section 5.12

Sunday Pay: Employees shall be paid a Sunday premium of two dollars and fifty cents (\$2.50) per hour for all hours worked on Sunday.

## Section 5.13

Weekend Scheduling: The Employer shall allow every other weekend off. No split weekends will be scheduled unless agreed to by all employees affected and the Employer. If additional consecutive weekend coverage is needed, the Employer will request employees to voluntarily work the extra weekend in seniority order. If no employee agrees to work the extra weekend shift, the least senior qualified part-time employee in the department will be scheduled. Mandated extra weekend shifts will be rotated through part-time staff in inverse seniority order, as needed. Employees that are routinely scheduled to work weekends are only guaranteed one weekend off in conjunction with a full week of vacation unless they request to use additional vacation days for the second weekend.

## Section 5.14

VCC MINIMUM STAFFING PROTOCOL: The Employer and the Union have agreed to "minimum" staffing standards for the direct care staff (CNA's; LPN; RN; Restorative Nursing) in the VCC. These standards are based upon standardized resident days (SRD), which is a measure of resident/patient acuity, hours of direct care giving per day, and resident/patient census. The parties have agreed to an annual review of the standards or either party may request a review by submitting said request, in writing to either the VCC Administrator, and/or the Exclusive Representative of the Union.

If and when staffing shortages result in less than a 3.2 SRD per day (hours of direct care staff per resident per day), mandated overtime will be in effect. When a shortage occurs, the Employer shall first make every effort to contact all available employees who are not working first to avoid mandated overtime, and shall keep a telephone log of those attempted calls. If this effort is unsuccessful, then by inverse seniority, including both full time and part time CNA's from the working staff, the designated person shall be mandated to stay and fill the staffing need. Employees mandated to stay will be required to work long enough to meet the patient needs as determined by their supervisor. The employee who is identified as the one being mandated, shall have the opportunity to exchange the shift with another employee, but will then be left on the mandate list as the next person up for forced overtime. The Employer shall be required to maintain an accurate and up to date "force list" on both floors of the VCC to allow employees every opportunity to know when they may be up for a mandated shift. The list shall rotate through by seniority, with the most junior employee starting the force, and then moving up throughout the list. New employees who are in orientation are exempt from mandated overtime.

The parties to the Agreement have agreed to review this protocol every 30 days for the first six (6) months of implementation and then as needed thereafter.

The Employer will provide the Union with accurately maintained daily staffing and SRD sheets on a monthly basis.

#### Section 5.15

Daylight Saving Time: Due to the change in daylight saving time to standard, an employee required to work shall be compensated at time and one-half (1-1/2) for the additional hour worked. Employees required to work less than eight (8) hours on an eight (8) hour shift due to the change from standard time to daylight saving time shall be paid for their actual hours worked.

#### Section 5.16

Quick Change: Quick change, if required, shall be compensated at the additional rate of \$5.00 per shift worked, unless the employee requests the quick change. Quick change is defined as a return to work within twelve (12) hours or less, with the exception of the dietary and patient services departments where a quick change is defined as a return to work within eight (8) hours or less. Effective January 1, 2022, the Quick change rate will increase to ten dollars (\$10.00) per shift. Effective January 1, 2023, the Quick change rate will increase to twenty dollars (\$20.00) per shift.

#### Section 5.17

Call Pay: When an employee is on call, the employee shall receive \$4.75 per hour. If called to work, the employee shall receive the regular rate of pay for all hours worked, including overtime if applicable, in lieu of Call Pay, for the hours worked. The employee shall receive a minimum of one (1) hour's pay for reporting to duty while on call.

#### Section 5.18

Longevity Pay: Employees shall receive a longevity bonus based on actual hours of service with the Employer, including hours served with the former VRMC Employer. The rate of the bonus shall be determined by the number of hours of service by the 24<sup>th</sup> pay period of each year. Payment of the bonus shall be pro-rated based on actual hours worked in the calendar year and shall be paid out in the first full pay period of February following the year for which the Longevity Bonus is determined. To receive the Bonus, an employee must be an active employee as of December 31 of the year in which the bonus is earned.

Bonuses shall be paid for hours of service as follows:

Effective 2021:

\$500 for 37,400 hours to 41,599 hours

\$750 for 41,600+ hours

Effective 2022:

\$500 for 37,400 to 41,599 hours

\$750 for 41,600 to 51,199 hours

\$1,000 for 52,000+ hours

### Section 5.19

Designated Starting Time: The Employer has set up specific starting and quitting times. All employees must be in their assigned places and ready for work at the designated starting time and remain at their duties until the designated quitting time unless permission to leave is granted by the employee's supervisor.

### Section 5.20

Mandatory In-services: An employee required to attend an in-service and/or staff meeting designated by management as mandatory shall be compensated for the in-service/meeting time, to include overtime pay if applicable under Section 5.1. Employer-required online annual training shall follow mandatory in-service guidelines.

### Section 5.21

Distribution of Available Work: The Employer shall offer all available extra hours of work in order of seniority within the job classification and qualifications for the work. Preference shall be given to employees in the following order:

- a. Employees who are not expected to incur overtime
- b. Employees who will incur overtime

When offering extra hours, the Employer shall leave a message for the employee when possible either through voicemail, texting, or another reasonable means that's been determined by the department leader. Once leaving the message, the Employer will not be obligated to wait for a return call or message but shall continue working down through the seniority list. The Employer may suspend attempts at filling the shift(s) at its discretion.

### Section 5.22

Low Need: When the need for reduced staffing occurs on a day-to-day basis, or is of a predictable nature, the Employer shall reduce by assigning the low need day off in the following manner:

- A. Employees who are on an overtime status shall be released, including any employees who, if allowed to work, would reach overtime status by the end of the shift;
- B. Students (not to include students or temporary employees who are not replacing regular FTE), casual employees and temporary employees shall be released;
- C. The Employer shall seek volunteers starting with the most senior employee within the affected department by job classification who is working an extra shift.
- D. If there are no volunteers from among those working extra shifts, the Employer shall seek volunteers starting with the most senior employee within the affected department by job classification.
- E. Volunteers shall agree to full shift increments or those hours remaining to be considered a full shift.
- F. If there are no volunteers, any employee working an extra shift will be released from work and, if necessary, the low need day will be assigned in reverse order by seniority within the affected department and job classification. If the low need day occurs after the schedule is posted, the employee who either volunteers to take off or is assigned to take the day off may use Vacation/PTO/Personal day time up to his/her authorized FTE or take the day off as VTO or "Mandatory Time Off" - MTO (if the employee is assigned).
- G. The Employer reserves the right to assign up to 32 hours of Low Need Time per employee per calendar year, but shall be limited to one occurrence per employee per month. Assigned Low Need Time shall be scheduled in inverse seniority and based on current Employer needs.

### Section 5.23

FTE Creep: A regularly scheduled part time employee who consistently is scheduled to work above his/her FTE status may, not more frequently than every six months, request that his/her FTE status be reviewed. When such a request is made, the Employer will review the employee's work record to determine whether the employee's FTE status should be modified. The factors the Employer will consider will include the overall increase in the hours worked, the circumstances that caused the employee to work hours above his/her FTE status, the level of sustained increase in the number of hours of work available and whether it appears such levels will be sustained. If an employee's FTE status is increased as a result of the review, the provisions of Article 19 do not apply.

ARTICLE 6  
HOLIDAYS AND PERSONAL DAYS

Section 6.1

Definition of Holidays: All Benefit Eligible employees shall receive the following paid holidays:

New Year's Day	Fourth of July	Christmas Day
Good Friday	Labor Day	
Memorial Day	Thanksgiving Day	

An employee shall receive holiday pay provided work is performed on the last scheduled work day prior to and on the first scheduled work day following the Holiday, unless due to sickness (a physician's excuse is required), death in the immediate family, or similar good cause.

Premium Pay for Christmas Eve: Any employee required to work the afternoon shift on Christmas Eve shall receive time and one-half (1-1/2) pay for all hours worked.

Holiday pay, for Holidays not worked, shall be paid at the normal hours of pay per day for employees. An employee regularly scheduled to work more than an eight hour day shall be paid for the Holiday based on the number of hours regularly scheduled as long as there is a signed alternative work schedule in the employee's file (Example: HUCs who are regularly scheduled 10 hour shifts would be paid 10 hours for Holiday not worked).

Weekend scheduling supersedes Holiday scheduling. The employee's weekend off shall be scheduled in conjunction with the employee's Friday or Monday Holiday off, whenever possible.

Section 6.2

Eligible full-time employees who are required to work on a Holiday shall be compensated either (a) at time and one-half (1-1/2) rates for their work that day and shall receive one (1) day off with straight time pay equivalent to the hours worked on the Holiday, or (b) shall receive pay at two and one-half (2-1/2) times their straight time hourly rate for all hours worked on the Holiday, in lieu of holiday pay as defined in Section 6.1. Each employee shall annually elect at the time of vacation sign up, on a form to be provided by the Employer, whether to be paid for Holidays worked under method (a) or (b) above. Eligible part-time employees shall be compensated for time worked on a Holiday under method (b) above.

Actual hours worked on the holiday shall be counted as time worked for the purpose of computing overtime for that week. An employee requested to be on call for a designated holiday shall receive call pay at the rate set forth in Section 5.17 for hours on call, time and one-half (1-1/2) for hours worked on the Holiday, in lieu of call pay for the hours worked, and straight time holiday pay, pro-rated for part-time employees.

Full-time employees opting to receive another day off with pay shall be scheduled off at a time requested by the employee, consistent with department needs, within thirty (30) days prior to the Holiday or thirty (30) days after the Holiday, subject to the Employer's agreement as to the time selected which shall not be unreasonably withheld. If the Holiday is not requested within thirty (30) days, the Supervisor can assign the day off in a timely manner.

Employees scheduled to work on a Holiday who fail to report for work shall receive neither holiday premium pay nor another day off. However, if failure to report is due to an injury or illness documented by a physician's statement, the employee shall receive holiday pay for the Holiday at the straight time rate, but the employee shall not receive overtime, another day off, or PTO/sick leave (whichever is applicable to the Employee).

### Section 6.3

Part-time Holiday Pay: Benefit Eligible employees who are not scheduled to work on a designated Holiday shall receive holiday pay pro-rated based on the employee's established FTE.

### Section 6.4

Observing Holidays: Holidays will be observed on the day specified as the legal Holiday. Departments routinely scheduled to work Monday through Friday shall, when scheduling permits, observe Holidays falling on Saturday on the preceding Friday and Holidays falling on Sunday on the following Monday. Departments that normally schedule weekend shifts will pay holiday pay only on the actual Holiday. Staff in these departments that may be on a Monday through Friday schedule are not guaranteed the Friday or Monday off when the Holiday falls on Saturday or Sunday, however, full-time staff required to work on the Holiday will be permitted an alternate day off with pay during that week.

### Section 6.5

Personal Days: Employees shall be entitled to Personal Days as follows:

Each Benefit Eligible Employee with less than six thousand two hundred forty (6,240) hours of service to the Employer shall accrue 0.00385 personal days hours for each hour worked, up to a maximum of 2,080 hours worked per year.

Each Benefit Eligible Employee who has completed six thousand two hundred forty (6,240) hours of service to the Employer shall accrue 0.0077 personal days hours for each hour worked, up to a maximum of 2,080 hours worked per year.

Each Benefit Eligible Employee who has completed fourteen thousand five hundred sixty (14,560) hours of service to the Employer shall accrue 0.0115 personal days hours for each hour worked, up to a maximum of 2,080 hours worked per year.



No employee may accumulate more than thirty-six (36) personal day hours. Once the maximum accrual is reached, no further accrual shall occur until the employee reduces his/her accrued hours below the thirty-six.

A request to use a personal day shall be submitted at least two (2) weeks in advance of the day requested. A personal day may be taken without two (2) weeks' notice in the event of an emergency, with the approval of the supervisor.

ARTICLE 7  
VACATION

Section 7.1

Eligibility: Benefit Eligible employees hired on or before September 2, 2014 who do not opt into the PTO plan are eligible to earn paid vacation. Continuous service shall be measured from the last date of entrance into service of the Employer. Continuous service shall include uninterrupted service for the predecessor Virginia Regional Medical Center, provided there is no break in service between the employment with Employer and Virginia Regional Medical Center nor any break in service with Employer.

Section 7.2

Vacation Accrual: Employees shall accrue vacation time based on the number of hours paid, up to a maximum of 2,080 hours per year, at the following rates:

Cumulative Hours of Service	Hourly Accrual Rate	Annual Accrual Rate	Maximum Hours Accrued
0 — 4,159	0.01923	40	80
4,160 — 6,239	0.03846	80	120
6,240 — 14,559	0.05769	120	160
14,560 — 29,119	0.07692	160	200
29,120 and above	0.09615	200	240

Once the maximum accrual has been reached, no additional vacation time will be accrued until the vacation balance is reduced below the maximum allowed.

Section 7.3

Vacation Pay:

- A. All vacation pay shall be paid out at the employee's straight rate of pay in effect at the time the vacation is taken. For those employees who regularly work shifts that include shift differential pay, the employee's vacation pay shall include the shift differential pay. An employee who is scheduled to work more than 850 of his/her shifts on the evening shift shall be entitled to the evening shift differential as part

of vacation pay. An employee who is scheduled to work more than 850 of his/her shifts on the night shift shall be entitled to the night shift differential as part of vacation pay.

- B. Vacation hours for full time Benefit Eligible employees will be paid out in eight (8) hour blocks or in the number of hours the employee is regularly scheduled. For example, an employee who is regularly scheduled to work ten (10) hour shifts will be paid out ten hours of vacation pay for each day of vacation used.
- C. A part time Benefit Eligible employee who requests and receives vacation in a week block will be paid vacation pay based on the number of hours he/she would have worked that week. For example, a .6 FTE employee taking one week of vacation will receive vacation pay for three days. If the part time Benefit Eligible Employee takes vacation days in increments of less than one week, the employee will be paid vacation based on the number of hours the employee would have worked on the day on which he/she took vacation. Part time Benefit Eligible Employees who have been granted a vacation day will not be scheduled to work a replacement day during that week; however, the employee shall remain subject to being called in to work on a day other than the approved vacation day if the call in is necessary to fill a shift according to the call in procedure.
- D. If a holiday falls within the vacation period, the day of the holiday will not be considered a day of vacation.
- E. If an employee becomes sick during a paid vacation, vacation time will not be extended nor will the employee receive sick pay during the vacation.
- F. A maximum of forty (40) hours of the employee's annual vacation accruals may be split up into single vacation days, unless mutually agreed upon between the employee and the employee's supervisor.

#### Section 7.4

Vacation Scheduling: On November 1 of each year, the Employer will begin vacation scheduling. Employees will be notified of the date and time period to schedule their vacation and they will be scheduled in seniority order. In the event employees request the same vacation period, seniority shall prevail. The employee and supervisor (designee) will meet during the designated period to arrange a vacation time as near as possible to the time desired by the employee that will not interfere with the operations of the Employer. The vacation schedule will be completed by January 1 of each year. In the event of multiple requests for the same period, requests of full week duration will be given priority over requests for partial weeks or single days.

If an employee misses his/her scheduled meeting time with the supervisor or designee, the employee must contact the supervisor to arrange a new meeting to schedule the vacation. If before that meeting is held, less senior employees have scheduled their vacation, the employee who missed his/her scheduling meeting will schedule his/her vacation based upon the remaining weeks/days available at that time.

Once the employee has met with the supervisor and has scheduled vacation days, the employer is not obligated to honor requests to change the days. After finalization of the January 1 vacation schedule, vacations shall be granted on a first come, first served basis, rather than by seniority.

### Section 7.5

Terminal Vacation Pay: Upon termination of employment, for any cause, the employee shall be paid for any accumulated but unused vacation hours, provided the employee has worked at least 1,040 hours from his/her initial start date. However, any employee who leaves the employ of the Employer of his/her own volition must give a thirty (30) day written notice of resignation in order to qualify for terminal vacation pay. The requirements of a thirty (30) day resignation notice may be waived in cases of emergency or extenuating circumstances.

## ARTICLE 8 SICK LEAVE

### Section 8.1

Earned Hours: All Benefit Eligible employees hired on or before September 2, 2014 who elected to not participate in the PTO plan and who have completed their probationary period shall accrue 0.04615 hours of sick leave for each hour paid (excluding call pay and sick leave hours) up to a maximum of 2,080 hours worked per year with a maximum accumulation of seven hundred twenty (720) hours. Once the maximum accrual is reached, no additional sick leave hours will be accrued until the hours are reduced below the maximum. Sick leave benefits shall be paid out to Benefit Eligible employees based on the number of hours the employee would have worked on the sick day. (Examples: an employee who was scheduled and would have worked 8 hours will be paid for 8 hours; an employee who was scheduled and would have worked 10 hours will be paid for 10 hours.)

Employees shall be entitled to sick leave with pay during the period of any personal illness, and the length of sick leave to which an employee is entitled shall be that period of time which includes as many working hours as the number of hours accumulated and unused in the employee's sick leave account. Sick leave shall also include surgical procedures.

## Section 8.2

Use of Sick Leave: So long as required by Minn. Stat. 181.9413 or successor statutes, in any rolling twelve month period, an employee may use up to one hundred sixty (160) hours of his/her accumulated sick leave benefits for absences due to an illness of or injury to the employee's spouse, sibling, parent, parent-in-law, grandparent, grandchild, stepparent or adult child.

## Section 8.3

- A. The following applies to employees with more than 10,401 hours of service:
1. A doctor's certificate will be required for sick leave absence of more than two (2) days duration.
- B. The following applies to employees with fewer than 10,401 hours of service:
1. A doctor's certificate will be required for sick leave absence of more than two (2) days duration. Sick leave payment will not be made for days of work missed following any scheduled off period of two (2) or more days or more. (i.e. Calling in sick on Monday or Friday with a Saturday/Sunday scheduled off). Sick leave payment will also not be made for days missed if they follow and proceed an employee's scheduled days off, provided it is a period of two days(Example: Employee is scheduled off on Friday, Calls in sick on Saturday and Sunday, and was scheduled off on Monday). **THE INTENT OF THIS LANGUAGE IS NOT TO DENY PAYMENT FOR HOSPITALIZATION OR SURGICAL PROCEDURES.** Accidents or illness of greater than three (3) days in duration will result in sick leave payment from day one. [EXAMPLE: Employee is scheduled off for the weekend; employee becomes ill over the weekend and calls in sick Monday through Thursday. Employee would be paid for all time missed with appropriate physician's certificate or other verification (ER Room examination; outpatient medical procedure; hospitalized)].
  2. The Employer shall be notified of all absences due to illness a minimum of two (2) hours prior to the start time of an employee's shift. The employee is to call in personally when possible. Absences must be reported each scheduled day unless the employee states he/she will be out for a specific number of days, as verified by a physician's statement. Therefore, employees who fail to comply with the two (2) hours minimum advance notice, or the department posted policy, shall not be eligible for sick leave payment for that instance.

ARTICLE 9  
PTO

Section 9.1

All Benefit Eligible Employees hired on or after September 3, 2014 shall be enrolled in the Employer's Paid Time off (PTO) program which is in lieu of vacation and sick leave benefits.

Section 9.2

Paid time Off (PTO) Program is designed to meet on a fair and equitable basis the individual employee's need for personal time off or cash conversion while providing the employee with protection in the event of serious illness.

Section 9.3

PTO days may be used for vacation, illnesses, family emergencies, health or dental care, personal business and other elective absences.

Section 9.4

Accrual of PTO starts with the date of hire. Employees are eligible to begin using accrued PTO immediately. PTO benefits are accrued on the basis of total hours paid.

Complete Hours of Recognized Service	Accrual Rate Per Hour Worked	Annual Accumulation In Hours for 1.0 FTE
0 to 4,160	0.0655	136
4,160 to 12,480	0.0693	144
12,480 to 14,560	0.077	160
14,560 to 16,640	0.0809	168
16,640 to 18,720	0.0846	176
18,720 to 20,800	0.0885	184
20,800 to 22,880	0.0924	192
22,880 to 24,960	0.0963	200
24,960 to 27,040	0.1	208
27,040 to 29,120	0.1039	216
More than 29,120	0.1078	224

Section 9.5

The maximum permitted accumulation in the PTO Bank will be 1.25 times the annual accrual. When the employee reaches the maximum permitted accumulation, the accruals then begin in the Reserve Bank until hours are used in the PTO Bank. When hours are used in the PTO Bank, accruals end in the Reserve Bank and begin again in the PTO Bank.

## Section 9.6

Requests for scheduled PTO that are intended as vacation time will be considered in the manner set forth in Section 7.4. Other requests for scheduled PTO time must be submitted to the manager or supervisor well in advance of the anticipated time off. Management shall respond to requests for time off in advance of the requested time off, in accordance with department guidelines. In the event of illness or emergencies, the employee is expected to provide as much advance notice of use of PTO as possible. Managers may limit the granting of PTO to assure proper staffing levels.

## Section 9.7

Payment of PTO will be made at the employee's regular rate of pay. PTO used will be considered as hours worked for the purpose of computing overtime.

## Section 9.8

An employee may opt to transfer any or all of his/her excess hours on a one-for-one basis to the Reserve Bank twice per year (June 1 and December 1).

## Section 9.9

Hours may accumulate in the Reserve Bank in the following ways: accrual rollover from the PTO Bank upon reaching the maximum permitted accumulation or optional transfer from the PTO Bank.

## Section 9.10

A maximum of 720 hours may accumulate in the Reserve Bank. Upon reaching the maximum accumulation in the Reserve Bank, no further accruals shall occur until the Reserve Bank drops below the maximum accumulation.

## Section 9.11

Once an employee has used forty-eight (48) hours per calendar year of Regular PTO for illnesses, injuries or accidents, for the remainder of the calendar year the employee can access his/her Reserve Bank for illness, injury or accident beginning with the second day of a subsequent illness, injury or accident.

## Section 9.12

Employees may "sell back" Reserve Bank hours in accordance with Essentia Health guidelines. Employees electing to "sell back" Reserve Bank hour must submit an irrevocable election by December 31 of the calendar year preceding the calendar year in with the Reserve Bank hours will be cashed out. Employees may elect to receive payment of cashed out Reserve Bank hours on June 1st and December 1st of each year.

If an employee elects to cash out Reserve Bank hours but needs to use those hours prior to payout, resulting in a shortfall, the payout will be reduced to the number of hours available. A balance of at least 40 hours must be left in the Reserve Bank when selling back. Payment is made according to the following Schedule:

<u>Hours of Recognized Service</u>	<u>Payment Percentage</u>
0 - 4,160	-0-
4160 to 10,400	25%
10,400 to 16,640	40%
16,640 to 22,880	60%
22,880 to 29,120	80%
More than 29,120	100%

Section 9.13

Benefit Eligible employees will receive a one time bonus of PTO hours added to their PTO Bank (or Reserve Bank if the PTO Bank is at maximum accumulation) based upon the following schedule.

31,200 Hours of Recognized Service	40 hours
41,600 Hours of Recognized Service	40 hours
52,000 Hours of Recognized Service	40 hours
62,400 Hours of Recognized Service	40 hours

Employees hired on or before September 2, 2014 who convert from the sick leave plan and vacation plan to the PTO plan on or before December 31, 2014 shall, if eligible, at the time of conversion, receive up to 40 hours of PTO hours according to the above schedule. No employee shall at the time of conversion receive bonus hours under more than one service level.

Section 9.14

Upon termination of employment (voluntary or involuntary), the employee will be paid the remaining Reserve Bank hours in accordance with the sell back schedule in Section 9.12.

Section 9.15

Bargaining unit members will have the option to elect to convert to PTO whenever they transfer to another position within the bargaining unit or annually at open enrollment. Once such change is elected, the employee will not be able to return to Vacation and Sick. Employees electing this option shall have their unused vacation and sick leave accruals converted to PTO in accordance with the following:

An employee from outside this bargaining unit who transfers into a position within this bargaining unit will also have his/her unused vacation and sick leave hours converted to PTO in accordance with the following:

- Vacation hours will be rolled into the regular PTO bank, to a maximum of one and one-half (1½) times the annual PTO accrual. Vacation hours in excess of the maximum shall be rolled into the Reserve Bank and subject to sellback under section 9.12.
- Up to 48 hours of an incumbent employee's sick leave shall be rolled into the PTO bank. Any remaining hours of accumulated sick leave shall be placed into a "Sick Leave Bank."
- The order by which banked hours shall be used is PTO in accordance with section 9.11 first, Reserve Bank second, Sick Leave Bank third, returning to PTO as needed.
- Once an employee's Sick Leave Bank hours have been exhausted, that bank will be terminated.

## ARTICLE 10 JURY DUTY

### Section 10.1

Jury Duty: If an employee is selected to serve on jury duty, the employee will notify his/her supervisor as soon as possible after receipt of notification. The employee will turn in the amount of jury duty pay received, and the Employer shall pay the employee his/her regular pay (calculated based on the employee's regularly scheduled hours). Pay received for mileage allowance shall not be considered as part of the jury duty pay to be submitted to the Employer. The Employer may ask to have the employee excused from jury duty.

## ARTICLE 11 LEAVES OF ABSENCE

Employees are eligible for the following leaves of absence provided they meet the criteria for the particular leave of absence being requested. When the leave time is paid, use of available paid time off during the leave shall not extend the time period of the leave of absence.

### Section 11.1

Personal or Family Illness Leave/Family and Medical Leave: A leave of absence shall be granted for physician-verified personal or family illness. Inclusive of paid time off, a Personal or Family Illness Leave of Absence shall not exceed six (6) calendar months. To the extent such personal or family illness may qualify for leave under the Family and Medical Leave Act (FMLA), the employee shall be required to timely provide necessary FMLA documentation and certification of the leave and the FMLA leave shall run concurrently with the Personal or Family Illness Leave. The Essentia Health Policy on FMLA (policy EH A1011) dated 1/26/12, and any successor policies) shall govern all leaves of absence under this collective bargaining agreement which qualify under the Family and Medical Leave Act.



Employees will be required to use available paid time off for the duration of any approved full FMLA leave except that they may retain a balance of forty (40) hours of paid time off.

Employees will be required to use all available paid time off until exhausted for the duration of any approved intermittent FMLA leave.

An employee who is unable to return to work within six months after the leave started may request an extension of the leave for up to six additional months; however, the extension of the leave shall be without any benefits and shall be without any job protection. Such employee may apply for any posted position in the bargaining unit for which the employee is qualified. If the employee has not secured a position within one (1) year from the start of the leave, the employee is deemed to have voluntarily resigned.

For the inclusive period of up to six calendar months of 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 six month leave, the Employer may permanently fill the employee's position. Provided the employee is able to return to work prior to the conclusion of the extended leave, the employee shall be offered the first available position for which she/he is qualified

## Section 11.2

Educational and Advanced Study Leave: Employer may grant a leave of absence for participation in educational and advanced study programs. Such leave will be for the period of study only and employees must have completed one (1) year of active employment to be eligible for this leave.

An employee must use accrued paid time off for this leave. Reserve and excess Banks cannot be used during this leave of absence.

\*\*Non-paid leave is only available when there is no paid time off available.

## Section 11.3

School Conference and Activity Leave: An employee may take up to a total of sixteen (16) hours of leave during any twelve (12) month period to attend school conferences or classroom activities related to the employee's child, provided the conference or classroom activities cannot be scheduled during non-work hours.

Except as set forth below, such leave shall be without pay. The employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the department.

An employee may use accrued paid time off for this leave. Reserve and excess Banks. Cannot be used for this type of leave of absence.

#### Section 11.4

Other Personal Leaves: Personal leaves of absence without pay for reasons other than specifically provided elsewhere in the Agreement may be granted at the Employer's sole discretion, on a case by case basis, upon the employee's written request. Any such leave shall not exceed thirty (30) calendar days. Unless agreed to in advance by the Director of Employee and Labor Relations, employees granted such leaves of absence are not guaranteed restoration to the same positions but will be considered for other available positions for which they qualify.

#### Section 11.5

Funeral Leave: Up to three (3) consecutive days' absence with pay, including the day of the funeral or memorial service, shall be allowed an employee in the event of the death of a member of the employee's immediate family, namely: spouse, children, step-children, parents, grandchildren, sisters, brothers, step-sister, step-brother, parents-in-law, grandparents, and current foster children and step-parents. There may be situations, such as delayed interment, for which non-consecutive funeral leave days are appropriate and, in such situations, non-consecutive days of leave may be granted when requested and agreed to by the Employer.

One (1) days' absence without loss of pay shall be allowed an employee in the event of the death of the employee's aunt, uncle, spouse's grandparents, brother in-law, sister in-law, niece, nephew and children in-law, provided the employee attends the funeral or memorial service.

Employees may be granted time off without pay or use accrued PTO to attend the funerals of others not designated above, if the schedule permits.

### ARTICLE 12 INSURANCE

Except as otherwise required by law, effective on the first day of the month following date of hire, Benefit Eligible employees may elect to enroll in the insurance programs offered by Employer to non-contract employees. Enrollment and participation shall be governed by and subject to the specific terms of each plan. Unless otherwise noted, the Employer shall have the right to change the insurance programs, change the premium structures and/or select alternate carriers during the term of this Agreement. The parties shall meet and confer prior to the effective date of such changes. No changes in said insurance program shall diminish overall benefits for employees.

Health Insurance. For Benefit Eligible employees who enroll in the plan, the Employer shall pay eighty-five percent (85%) of the premium for Single coverage and seventy-five percent (75%) of the premium for Employee Plus 1 coverage or Family coverage.

Long-Term Disability Insurance. For Benefit Eligible employees who enroll in the plan, the Employer shall pay one hundred percent (100%) of the premium for their coverage.

Term Life Insurance. For Benefit Eligible employees who enroll in the plan, the Employer shall pay the entire premium for a term life insurance policy providing coverage in the face amount of the employee's annual salary up to a maximum of three hundred thousand dollars (\$300,000). An employee may elect to purchase supplemental coverage for the employee and/or dependents, at the employee's sole cost, subject to compliance with the rules and requirements for eligibility, enrollment and payment of the premiums established by the insurance carrier.

Dental Insurance. For Benefit Eligible employees who enroll in the plan, the Employer shall pay the entire premium for single coverage under the basic plan. Employees who elect coverage for dependents or the non-basic plan, if available under the rules of the insurance carrier, shall pay the difference between the premium for the basic plan and coverage elected by the employee.

## ARTICLE 13 SENIORITY

### Section 13.1

Definition: Seniority standing shall be granted to all employees covered by the terms of this contract. Seniority shall be granted on the basis of total length of continuous service, as determined by the employee's most recent date of employment within the bargaining unit. Total hours paid shall determine seniority, salary increments, vacation and PTO accrual. In cases of transfer from one classification of work to another, employees involved in the transfer shall not lose seniority standing. Employees shall not accrue, nor be credited with seniority hours as a result of donated time received from coworkers.

### Section 13.2

Probation: All eligible employees shall be placed on the seniority list after the completion of a 520-hour probationary period, provided these hours have been worked in a consecutive twelve (12) month period. The Employer and the Union may mutually agree to extend the probationary period for up to an additional 520 hours.

Probationary employees are entitled to: (1) quick change pay; (2) shift differential pay; (3) Sunday premium pay; (4) holiday pay if scheduled to work and if they meet other contractual requirements; (5) hospital/medical and dental benefits according to the terms of the plan; (6) overtime pay; and (7) PTO accruals.

Probationary employees are not entitled to: (1) holiday pay when not scheduled to work or (2) funeral leave.

### Section 13.3

Loss of Seniority: Seniority rights shall be terminated, and an employee shall lose seniority:

- A. When the employee is discharged for just cause.
- B. When the employee resigns or quits.
- C. When the employee fails to report for work as scheduled after a leave of absence or a suspension. This shall not apply to leaves of absence for service in the U.S. Armed Forces provided the employee reports for work within thirty days of the discharge date or release from active employment.
- D. When the employee is laid off for a period of one year.
- E. When an employee has been off the job for a non-work related injury or illness for a period of two years.
- F. When the employee fails to report to work from a non-work related injury or illness within five days after being notified by certified mail to report to work.
- G. When the employee fails to report to work from a work-related injury or illness within five days after having been released to return to work by the employee's treating physician and notified by the Company that work within the employee's restrictions, if any, is available.

### Section 13.4

Seniority List: A seniority list shall be provided to the Union upon request of its officers, but not more frequently than quarterly, and same shall be posted at each department.

## ARTICLE 14 PROGRESSIVE DISCIPLINE AND TERMINATION

Upon completion of the probationary period, employees shall be disciplined, suspended or discharged only for just cause. When an employee is to be disciplined, suspended or discharged the employee shall be talked to in private, with the local grievance committee person of his/her choice if available; if that person is not available, then another local grievance committee person may attend. The Employer shall document whether the employee was advised of his/her right to representation. If termination is contemplated, a reasonable attempt will be made to notify the business representative in advance of the meeting.

All counseling must be documented and signed by both parties with copies given to each. Disciplines need to be specific and defined.

A record of each offense will remain active in an employee's personnel file for a period of eighteen (18) months from the date it was issued provided that the employee has not been subjected to any other discipline or pending discipline during that time period.

OFFENSES:

Offenses include, but are not limited to, the following:

1. Absenteeism- without leave or without satisfactory explanation.
2. Chronic Tardiness
3. Failure to work emergency overtime. For purposes of this section, "emergency" means a period when replacement staff are not able to report for duty for the next shift or there is increased patient/resident needs because of unusual, unpredictable, or unforeseen circumstances, such as, but not limited to, an act of terrorism, a disease outbreak, adverse weather conditions or natural disasters which impact continuity of patient/resident care.
4. Failure to abide by safety rules and regulations.
5. Rudeness or inattentiveness to patient/resident needs.
6. Violation of any Employer policies, rules and procedures.
7. Violation of Employer's Drug and Alcohol Policy (HR0001 or successor policies)

Offenses which may lead to immediate termination include, but are not limited to, the following:

1. Theft.
2. Infractions under laws or statutes related to patients or resident rights such as abuse, vulnerable adults, etc.
3. Mistreatment or neglect of patients.
4. Fighting (physical altercation) on the Employer's premises.
5. Insubordination (including refusal or failure to perform work assigned).
6. Breaches of privacy and confidentiality (e.g., HIPAA, Minnesota Health Records Act), including disclosing to unauthorized persons confidential or privileged information.

7. Participating in an illegal strike, work slowdown or work stoppage or illegal picketing during the term of this Agreement.

#### FIRST OFFENSE - VERBAL WARNING

Record of a verbal reprimand will be entered into an employee's personnel file following a discussion between the employee and the employee's supervisor on the action, which constituted the reprimand.

#### SECOND OFFENSE - WRITTEN WARNING

A written warning will include a "coaching" session with the employee and the supervisor involved in issuing the reprimand. The supervisor will review and explain the work rules or job performance standards that the employee violated or abused. The supervisor will encourage the employee to improve his/her work habits.

A copy of the reprimand will be placed in the employee's personnel file. The employee will also receive a copy.

#### THIRD OFFENSE - DECISION MAKING SUSPENSION

If, and when, an employee reaches this point in the progressive reprimand process, it is time for that employee to take a good look at his/her behavior, actions or work habits to determine how to improve his/her behavior to meet the employer's standards. Employees who reach this step will be notified by their immediate supervisor and/or their department manager that they are being placed on a "decision making suspension". This may be for the remainder of a shift, or up to a maximum three days. The parties will review the exact reasons for the decision making suspension (and the length of that suspension) and the exact work rules that the employee is expected to abide by, if the employee decides to return to work. A written plan of correction will be formulated.

If the employee agrees to return to work under the written plan of correction guidelines set by the Employer, the employee shall be allowed to do so.

If an employee's decision making suspension is overturned through arbitration, the arbitrator may, but is not required, to award the back pay.

The decision making suspension directly involves the employee in the process of discipline and correction, and treats him/her as an adult who is expected to behave and abide by the working conditions set forth by the Employer.

A copy of the decision making suspension and plan of correction will be placed in the employee's personnel file, a copy will be given to the employee, and a copy will be provided to the AFSCME Council 65 Union Business Agent.

The parties agree that the Employer may, but is not required to, allow an opportunity for a second Third Offense in the discipline process for minor infractions, based on the severity of the offense. This would be called a "Last Chance Agreement".

#### FOURTH STEP - TERMINATION

If an employee has progressed through the three (3) previous steps within the agreed upon time frame or the offense warrants discipline outside the normal progression, the Employer shall notify the employee with a termination notice. A copy of this notice shall also be sent to the Union Business Agent.

##### Section 14.1

Failure to Report to Work: If the employee fails to report for work as scheduled and fails to furnish the Employer with a justifiable excuse within twenty-four (24) hours of the missed shift, such failure to report shall be conclusively presumed to be a resignation from the service of the Employer and termination of such employee's seniority and employment. If such employee can thereafter furnish the Employer with reasonable proof that he/she could not report for work or could not notify the Employer of his/her absence because of illness, unforeseen emergency, or other justifiable reason, then such employee shall be reinstated without any break in the service record.

##### Section 14.2

Employee Right to Appeal: If an employee does not concur with the discipline, the employee may appeal through the normal grievance procedure.

##### Section 14.3

Due Process Rights: An employee implicated in abuse, neglect of a resident, misappropriation of a resident's property, or other gross misconduct (such as violation of laws protecting vulnerable adults) shall be granted due process rights to the extent required by the governing law in any investigation conducted by the investigative agency; however, such due process rights shall not limit the Employer's right to discipline or terminate the employee pursuant to this Article.

ARTICLE 15  
GRIEVANCE PROCEDURE

Section 15.1

Grievance Procedure Steps: Any dispute or controversy involving the interpretation or application of any of the terms or provisions of this Agreement shall be submitted under the grievance procedure as herein provided.

Step 1 -Any employee who believes that the Employer has violated any of the terms or conditions of this contract in relation to his/her employment shall be considered to have a complaint, and such employee shall immediately and promptly take such complaint to his/her supervisor or the manager of his/her department. Such employee and department manager or supervisor shall attempt to resolve said complaint. No complaint shall be considered by any department manager or supervisor unless it is brought to the attention of the employee's department manager or supervisor within ten (10) calendar days of its alleged occurrence.

Step 2 -If the employee and supervisor or department manager cannot resolve said complaint within such ten (10) day period, the employee shall reduce the complaint to writing on a form approved by the Employer and Union and the written complaint shall be considered a grievance. The grievance shall state the provisions of the Contract alleged to have been violated, facts supporting the complaint and the remedy requested. The written grievance shall be submitted to the Employee and Labor Relations Coordinator within twenty (20) days of the date of the occurrence giving rise to the grievance. Within fifteen (15) days after submission of the written grievance to the Employer, a meeting to consider the grievance shall be held among representatives of the Employer, Union and employee. Within fifteen (15) days following the Step 2 meeting, the Employer shall submit a written reply to the Union and the employee.

Notwithstanding the foregoing Steps 1 and 2, grievances alleging errors in the amount of compensation paid or to be paid to an employee may bypass Step 1 and be made directly to the Employee and Labor Relations Coordinator, within thirty (30) calendar days after the first regular pay day following the occurrence of such alleged violation relating to payment of compensation.

Step 3 -If said grievance cannot be resolved in Step 2, it may be submitted to the Director of Employee and Labor Relations within fifteen (15) days of receipt of the Employer's written reply at Step 2. The Director of Employee and Labor Relations, or designee, shall conduct a grievance meeting on said grievance within fifteen (15) days and then shall provide the Union with a written reply within fifteen (15) days of the meeting.

Optional Mediation: By mutual agreement the parties may request assistance from the Federal Mediation and Conciliation Service for non-binding mediation of any grievance. Mediation may occur at any time after the written Step 2 response is submitted by the Employer. An agreement to mediate tolls the time period for the remaining steps in the grievance procedure until the mediation is completed or either party withdraws its agreement to mediate.



Step 4 - In the event the grievance is not resolved at Step 3, either the Employer or the Union may refer the matter to arbitration. Such an appeal to arbitration shall be in writing and served on the other party within fifteen (15) days following receipt by the Union of the Employer's written reply at Step 3. The parties agree that for the purpose of selecting an arbitrator, they shall submit to the Director of the Bureau of Mediation Services a request for a list of eleven (11) names. Upon receiving the list, the parties shall select one of the eleven names as the arbitrator. The parties shall alternately strike one name at a time until one name remains. The first strike shall be determined by the flip of a coin. The remaining name shall be the arbitrator who shall make the decision regarding the grievance.

The authority of the arbitrator shall be limited to making an award relating to the interpretation of the written provisions of the Agreement and the arbitrator shall have no authority to add to, subtract from, or modify in any way the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised by the grievance and the arbitrator shall have no power to decide any other issues. The decision of the arbitrator will be final and binding upon the Union, the Employer, and the employee. The decision shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being waived, and it shall not be submitted to arbitration. The time limitation provided herein may be extended by mutual written agreement of the Employer and the Union.

## ARTICLE 16 WAGES

The Employer will pay a one hundred fifty dollar (\$150.00) one-time ratification lump sum bonus to employees who are actively employed as of the date of ratification of the Agreement (excluding casual status employees). The ratification bonus will be pro-rated on FTE status and will be paid out within thirty (30) days following ratification of the Agreement. The ratification bonus is payable to employees with an FTE of 0.1 or more. The bonus is payable based on FTE worked during the pay period which includes January 1, 2021 through the pay period which includes September 30, 2021. Maximum bonus is \$150 even for employees whose worked FTE exceeds 1.0.

### Section 16.2

Temporary Assignment: An employee temporarily assigned in a higher class for one (1) hour or more shall be compensated at the rate of pay for that higher classification.

## Section 16.3

### Promotion:

A. An existing employee promoted to a new position shall be placed on the salary scale based on creditable experience. In determining experience credit, the following shall apply in determining creditable hours of service for step placement:

- Same Job Duties- 100% credit
- Directly Related Job Duties- 50% credit
- Similar Job Duties- 25% credit
- None of the above- No credit

$$\text{Credit} = \text{Job Duties} \times \text{years of service} \times \text{FTE}$$

B. In the event a promotion does not result in an increase using the above formula, the employee will move to the step in the new range which results in a rate of pay that is closest to but higher than his/her rate at the time of promotion.

C. The employee will be afforded a "window of opportunity" (up to 10 days) to provide to the employee's supervisor all relevant information regarding work history, work experience, hours worked, relevant and applicable or transferable skills, education and experience. The employee shall be required to provide to the Employer actual hours worked in prior employment to receive experience credit. If the employee desires to obtain information from outside sources, the employee shall request the information within ten days of the promotion and present the information within thirty days of the promotion or shall be deemed to have consented to the Employer's decision without consideration of the information. The immediate supervisor shall make a recommendation to the Director of Employee and Labor Relations who shall determine whether to grant any experience credit. At that time an effective date for any experience credit shall be determined and any payroll adjustments will be implemented. The employee shall advance through the wage steps based upon the language of this Article.

D. When an employee has been placed on a step in the new pay range, she/he will be credited with increment hours appropriate for that step. Subsequent progression on the wage scale will be determined by the accrual of the number of hours needed to progress to the following step.

For example, an employee who is currently credited with 5 years of experience on the wage grid (10,400 hours) and is promoted to a higher wage grade but credited with 3 years of experience (6240 hours), shall begin in the new position with 6240 hours. This employee shall move to the 4-year step (8320 hours) once she/he has worked an additional 2080 hours. If employee returns to a previously held classification within three (3) years, he/she shall receive full credit for step placement.

#### Section 16.4

Supervisory Promotion: An employee promoted to a supervisory position who is unable to perform the duties of the position or voluntarily chooses not to continue in the position will be permitted to return to the bargaining unit. The employee's previously held length of service rights shall be reinstated. Length of service rights will be protected for a maximum of six (6) calendar months from the date the employee accepts the supervisory position.

#### Section 16.5

Voluntary Demotion: If an employee accepts a position in a lower paying job classification, he/she will be placed on the same step of the salary scale based on his/her number of continuous hours of service with the Employer and its successor, Virginia Regional Medical Center.

#### Section 16.6

Installation of Job Classification Wage: All employees will be paid in accordance with the established salary matrix. Those employees compensated above said matrix shall continue to receive their current rate of pay until such time as the employee qualifies for the next step increase.

#### Section 16.7

New Hires Experience Credit: During the hiring process, previous work experience will be considered in determining the appropriate step at which to place the newly hired employee. Work experience must be documented in writing and must be specifically related to the duties which the employee would be required to perform. Quality of the prior experience must be documented through the reference process. Experience credit will be determined under the formula set forth in section 16.3.

#### Section 16.8

Following ratification of the 2021-23 Agreement, the Employer will reassess experience credit for employees hired between January 1, 2015 and the date of ratification of the 2021 contract. Those employees for whom documented prior experience demonstrates they were eligible under the contract to be credited with more than 8 years of experience upon hire will have their pay adjusted where applicable, effective the first pay period following 120 days after ratification of the Agreement. The employer will identify a process to request a review and notify all employees. Once an employee's experience credit has been reassessed, it will not be reassessed at any future date.

ARTICLE 17  
DRUG AND ALCOHOL USE AND TESTING

The Essentia Health Policy and Procedures for Drug and Alcohol Testing for Employees (Policy #EH A1035), effective May 8, 2014, or any successor policies or amendments thereto, shall apply to employees covered by this Agreement.

ARTICLE 18  
TEMPORARY VACANCIES

Section 18.1

A vacancy in a bargaining unit position created by an employee being off on PTO or sick leave or on a medical leave or leave of absence of six months or less duration shall be referred to as a temporary vacancy. If the Employer desires to fill the temporary vacancy, in lieu of bringing in a temporary employee, the position may be offered by seniority to qualified employees within the same job title and department who are less than full-time and desire more hours.

Section 18.2

At such time as the employee on PTO, sick leave, medical leave or leave of absence returns to work, the employee who was temporarily working above his/her regular FTE (up to 1.0 FTE) shall return to his/her original position and FTE.

ARTICLE 19  
VACANCIES

Section 19.1

The Employer shall determine whether to fill vacant positions. If the Employer, in its sole discretion, determines that a vacancy exists which is to be filled or a new position is created in this bargaining unit, the Employer shall separately post notice for seven (7) calendar days, which posting may be electronically. Applicants from within this bargaining unit will have preference over other applicants. Reasonable job qualifications and competencies shall be determined by the Employer in its sole discretion; such determination shall not be subject to the grievance and arbitration procedure of this Agreement. Applicants must apply for the posting online.

Section 19.2

When a vacancy is filled, the Employer shall select from among those applicants who meet the mandatory qualifications set by the Employer. Seniority will be the determining factor except when a junior employee has greater related education, training, experience or skills. Nothing in this Article shall require the Employer to place an employee in a position for which he/she is not qualified. Nothing in this Article shall require the Employer to place an unqualified person in any position.

If an employee considers the Employer to have made in an unjust manner the determination of whether he/she meets the qualifications of the position, the employee may file a grievance following the procedures established in this Agreement.

### Section 19.3

The applicant selected shall have the opportunity for a maximum 40-hour trial period during which the employee may return to his/her former position. The employee will be afforded an additional trial period for one week (40 hours maximum) if his/her former position has not been filled. The applicant selected will serve a trial period of ninety (90) days during which the Employer can return the employee to his/her former position if the employee is unable to perform according to the expectations of the position. Any employee subsequently displaced hereunder due to an employee's return to his/her original position shall likewise be permitted to return to his/her previous job or, in the event such position does not exist, be permitted to exercise seniority rights over a junior employee in any classification or position for which the employee meets all required qualifications. Newly hired employees and successful job bidders are precluded from bidding on another job for six (6) months except with the consent of the Employer. Successful job bidders who returned to their previous position during the trial period shall be precluded from bidding on another job for twelve (12) months except with the consent of the Employer.

### Section 19.4

If the Employer posts a temporary job and a bargaining unit employee leaves a non-temporary job to take the position, the Employer will post the vacated position as a temporary position and the employee who accepted the temporary position shall be permitted to return to his/her original position upon completion of the appointment to the temporary position. If, during the period the employee fills the temporary position, his/her original position is eliminated or reduced, the employee will be able to exercise bumping rights.

### Section 19.5

Job descriptions shall be available for all jobs. Job postings shall be posted online and on the bulletin board. The President of the Union shall be given a list of all bargaining unit members who applied for the position and the name of the applicant selected for the position.

## ARTICLE 20 REDUCTION OF HOURS, LAYOFF AND RECALL

### Section 20.1

Volunteer Process in Reduction of Hours or Layoff: The Employer will advise the Union not fewer than ten days in advance of any actual or proposed reductions or layoffs, and upon request of the Union, the parties shall meet to discuss the implementation or effect of any reductions or layoffs.

In the event of an ongoing reduction of hours or a layoff, the Employer shall eliminate students (not to include students in educational rotations who are not replacing regular FTE), casual employees and temporary employees first, and then the Employer shall seek volunteers to accomplish the necessary reductions or layoff. A Union Steward shall be included in the process of the Employer seeking voluntary reductions of FTEs. The process shall be based upon seniority by asking the most senior employees first.

## Section 20.2

Reduction of Hours and Layoff: The Employer will advise the Union not fewer than ten days in advance of any reductions or layoffs, and upon request of the Union, the parties shall meet to discuss the implementation or effect of any actual or proposed reductions or layoffs. The Employer shall reduce hours or layoff starting with the least senior employee within the affected department by job classification using total seniority.

- a. If a vacancy exists within the affected job classification at the time of the layoff, with the same FTE status as the position being eliminated, the employee subject to layoff shall be placed in such vacant position as long as the employee does not suffer a reduction in pay. If more than one such vacant position exists, the employee subject to layoff may choose into which of these positions she/he will be placed. If the employee does not accept this placement, the employee will have voluntarily taken the layoff.
- b. If a vacancy exists within the affected job classification at the time of the layoff with a different FTE status than the position being eliminated, the employee subject to layoff shall be offered such vacant position.
- c. If no vacant position within the affected job classification with the same FT status exists at the time of the layoff, or a position with a different FTE status was not accepted by the affected employee, the employee subject to layoff may bump into the position held by the least senior employee at equal or lower FTE status within the affected job classification. An employee bumped out of a job classification may in turn bump the least senior employee with equal or lower FTE status in another job classification for which the employee is qualified. If there is no available position with equal or lower FTE status, the affected employee may bump the least senior employee at a higher FTE status to maintain employment. The last employee impacted by the bumping process shall be laid off with recall rights.
- d. The Employer shall determine whether an employee is qualified for a position based on such employee having appropriate licensure, meeting the minimum qualifications of the job description, having the current ability to perform the essential functions of the position, and having the ability to do so independently within the orientation period for that position as determined by the department manager. The Employer's determination as to whether or not an employee is qualified shall be subject to the grievance procedure.

- e. Employees moving into a new job classification through the layoff process will not be eligible to exercise the trial period described in Article 19 (Vacancies); however, after the employee has performed the new job for two weeks, the supervisor will provide an informal evaluation of the employee's job performance. If the supervisor indicates dissatisfaction with the employee's ability to perform the job to the Employer's expectations, the employee may at that time elect to take the layoff.

### Section 20.3

Recall of Laid off and Bumped Employees: Employees laid off or bumped from a job classification are eligible for recall to the same job classification from which they were laid off or bumped until the earliest to occur of the following:

- a. Until one year following the date of the layoff or bump.
- b. Until recalled or refusing a recall to the same job classification with equal or higher FTE status from which they were laid off or bumped.
- c. Until applying for, being offered and accepting a posted position of FTE status equal to or greater than that from which they were laid off or bumped.
- d. Until applying for, being offered and rejecting a posted position of FTE status equal to or greater than that from which they were laid off or bumped.

The Employer shall maintain a recall list of laid off, reclassified and involuntarily reduced employees eligible for recall and the job classification from which each such employee was laid off, reclassified and involuntarily reduced. Employees recalled from the recall list must be available to report for scheduled shifts no later than five (5) workdays following the Employer's notice of recall. Acceptance of a temporary or casual position will not cause removal of an employee from the recall list.

If the Employer determines that a vacancy exists in a job classification from which an employee on the recall list was laid off or bumped, the Employer shall fill such vacancy by recalling in order of total seniority from among employees on the recall list laid off or bumped from that job classification. The Employer shall not be required to post a vacancy in a job classification for which employees laid off or bumped from such job classification have recall rights unless all such laid off and bumped employees refuse recall to such vacancy.

Recalled employees will not be eligible to exercise the trial period described in Article 19 (Vacancies).

#### Section 20.4

Bargaining unit employees recalled to benefit-eligible positions or benefit-eligible FTE status from an involuntary layoff or involuntary reduction in FTE status shall become eligible for coverage under the applicable Essentia health insurance plan on the first day of the month following the date of recall.

#### Section 20.5

Bargaining unit employees who have been bumped into a position in a lower pay grade, who apply for, are offered and accept a posted position from which they were bumped within one (1) year of being placed on the reclassification recall list, shall be brought back at the grade and step at which they would have been paid, as if they never left the position.

### ARTICLE 21 NO STRIKES, NO LOCKOUTS

There shall be no strikes or lockouts of any kind, including sympathy strikes, during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute. No employee shall engage in any concerted refusal to work, work slowdown, work stoppage or illegal picketing. The failure or refusal on the party of any employee to comply with the provisions of this section will result in discipline up to and including discharge.

### ARTICLE 22 CONTINUING EDUCATION

#### Section 22.1

Employees are responsible to obtain those CEUs required to maintain licensure and professional credentials. When continuing education above and beyond that required to maintain licensure and professional credentials is required by Employer, it shall be provided at no cost to employee and at no loss of pay.

#### Section 22.2

Employer may supply educational opportunities and resources to meet employees' continuing education needs.

#### Section 22.3

Reimbursement for required CEUs may be provided when an employee incurs a cost to obtain required CEUs, up to \$10 per CEU, to a maximum of \$50 per year for non-employer presented conferences.



#### Section 22.4

Additional training or education directly related to the employee's current position may, on a case-by-case basis, be paid for by the Employer if approved in advance by the Employer.

#### Section 22.5

Employees are eligible for the Essentia Health non-contract Tuition Reimbursement Policy.

### ARTICLE 23 WORKERS COMPENSATION

The Employer provides workers' compensation insurance for employees who are injured at work, consistent with state law. Work-related injuries or work-related illnesses should be immediately reported to the employee's manager or designee. The administration of all aspects of an employee's work related to workers' compensation shall be governed by the Employer's workers' compensation policies for non-contract employees and shall be administered consistent with the Minnesota Workers' Compensation statute and applicable state rules.

If an employee sustains a compensable injury and has accrued benefits under the Sick Leave or PTO plan, the Employer shall pay the employee the difference between the workers compensation wage loss benefits received and his/her regular net pay. The payment shall be deducted from the employee's PTO or Sick Leave benefits. The employee must notify the payroll department by the Friday prior to pay date if he/she wishes to exercise the option not to utilize PTO or sick leave benefits to supplement the workers compensation payments. When elected, supplemental pay shall continue through the duration of the compensable injury period or until PTO/Sick benefits have been exhausted, whichever occurs first. It is understood that the additional payments made to the employee over and above those paid by worker's compensation shall not exceed the amount of available PTO/Sick Leave. It is further understood that in the event compensation payments are subsequently received for any period during which accrued Sick Leave or PTO benefits have also been paid, so as to result in the employee receiving a greater sum than his/her regular pay for the period in question, the employee shall immediately make restitution of the excess to the Employer, and upon failing to do so, the Employer shall be deemed authorized to deduct such excess from future pay due the employee. Sick Leave/PTO shall not be applied at any time in the form of termination pay.

If the employee has exhausted all paid benefits prior to the first day of the month, the employee is responsible for the full monthly premium for insurance coverage for said month. If an employee elects to not utilize sick benefits or PTO supplementary benefits during the workers compensation leave of absence, the Employer will calculate benefit eligibility based upon the sick hours or PTO available that would have been utilized.

Employees shall continue to accrue seniority while on worker's compensation leave for a period not to exceed twenty-four (24) calendar months following the injury. Seniority shall accrue and shall be applicable only for the purpose of layoff and job bidding. It shall not apply for the purposes of longevity increases, vacation, sick leave or PTO accruals.

On the initial date of the injury, if the employee loses a portion of his/her shift due to reporting to the emergency room/clinic, the employee shall be compensated for said time.

An employee shall be entitled to return to his/her previous position or, at the employee's option, transfer to a position which is available and for which the employee is qualified, provided the employee returns to work within nine (9) months of the date of the compensable injury or onset of compensable disability.

#### ARTICLE 24 DEFINITIONS

Full-Time: Regularly scheduled forty (40) or more hours per week.

Part-Time: Regularly scheduled fewer than forty (40) hours per week.

Probationary Period: 520 hours worked.

One (1) year: equals 2,080 hours.

One (1) month: equals 173.33 hours.

Benefit Eligible: An employee whose established FTE is .6 or greater.

Voluntary Time Off (VTO): Non-paid time off initiated by either the Employee or the Employer and approved by the Employer. VTO hours accrue benefits but do not count toward the computation of overtime.

Mandatory Time Off (MTO): Mandatory Time Off is non-paid time off assigned to an employee by the Employer pursuant to Low Need. MTO hours accrue benefits but do not count toward the computation of overtime.

Temporary Employee: A "temporary employee" is an employee outside the scope of this agreement. This employee is hired: (a) to temporarily substitute for a specific absent employee when the absent employee's position cannot be filled under the Temporary Vacancy article; or (b) to work on a project of limited duration where the need to continue the position beyond the temporary period is not anticipated. A temporary position shall have a definite ending date that shall not exceed 180 days without the mutual consent of the parties. Temporary employees' service may be terminated at the end of the designated period without just cause, and they shall not have access to the grievance and arbitration provisions of Article 15. The Employer will make a list of temporary employees, including position title, agency name, start date, estimated end date, reason for hire and agency hourly bill rate, available to the Union upon request not more than three (3) time per year.

Casual Employee: A "casual employee" is an employee who is not regularly scheduled for work and who works on an as-needed basis. No casual employee shall be allowed to work so long as any regular full-time or part-time employee in the same department and job classification who is willing to work is laid off or working involuntarily reduced hours. A casual employee is not assured of the availability of work on a regular and continuing basis and is not obligated to report to duty each time she/he is requested to work.

However, to maintain "casual" status, the employee shall be available to work, when offered, at least one (1) shift each payroll period, including, when offered, at least one (1) weekend shift every two (2) payroll periods, if applicable. In-services shall not count toward fulfilling these requirements.

## ARTICLE 25 PRODUCTIVITY AND ATTENDANCE

### Section 25.1

The parties to this agreement recognize that reliable attendance is an essential element of a productive work place and contributes positively to the relationship between co-workers and the financial well being of the institution. The parties also recognize that excessive absenteeism imposes a hardship on the majority of the workforce. Therefore, the following program is incorporated into this agreement for the benefit of the great majority of employees and the institution in an effort to control excessive absenteeism.

### Section 25.2

Attendance records will be maintained on each employee by the appropriate supervisor and periodically reviewed with the employee during the performance appraisal process when excessive absenteeism or absence patterns become evident. Employees are expected to manage their use of PTO to ensure that PTO is available when they need it for sickness or illness. The parties recognize that use of PTO/sick leave to cover lost time for illness or injury is a benefit accorded those employees who are actually sick or injured such that they cannot perform their duties, provided they have complied with the notice requirements of Article 9. Those employees who used PTO without providing advance notice requirements of Article 9 impose a hardship on the majority of the work force and a financial burden on the Employer. Therefore, if an employee used PTO time without providing notice as required by Article 9, the employee will be subject to the discipline process.

### Section 25.3

Due to the hardship of unexcused absences, any employee who is absent without the benefit of PTO, vacation, or sick leave or whose unexcused absences are excessive or follow patterns, will be subject to the discipline process.

#### Section 25.4

Employees are expected to honor the principle of "A fair day's work for a fair day's pay." The continued success and operation of this facility is dependent upon delivery of excellent services to our patients.

#### Section 25.5

Employees are expected to be present for all scheduled shifts. All employees are required to begin work promptly at their designated starting time, and upon completion of meal times and rest periods.

### ARTICLE 26 RETIREMENT

*Effective January 1, 2015*

#### Section 26.1

401(k) Plan: Benefit Eligible employees will be enrolled in the Employer sponsored 401(k) plan that is available to Essentia Health non-contract employees unless they affirmatively opt-out of the plan. An employee's participation in the plan shall comply with and shall be governed by the terms of the plan. In the event of any conflict between the plan and this Article, the terms of the plan shall prevail.

#### Section 26.2

Employee's Default Contribution Rate: Unless and until the employee elects otherwise, the employee will be auto-enrolled in the 401(k) plan at a voluntary contribution rate of four percent (4%) which shall be paid by the employee through automatic payroll deductions.

#### Section 26.3

Employer's Matching Contribution: The employer shall make a matching contribution to the eligible participating employee's 401(k) account equal to one-half of the percentage the employee voluntarily contributes to his/her 401(k) account through payroll deductions, up to a maximum of two percent (2%) of the employee's annual compensation for the plan year. (Example: If an employee voluntarily contributes two percent (2%) to his/her 401K account, the employer's contribution to the 401(k) account shall be one percent (1%). Example: If an employee voluntarily contributes five percent (5%) to his/her 401K account, the employer's contribution to the 401(k) account shall be two percent (2%).)

## Section 26.4

Employer's Discretionary Contribution: Participating employees who are credited with one thousand (1000) or more hours of service during the plan year and who are employed on the last day of the plan year shall be eligible to receive an employer's discretionary contribution to the employee's 401(k) account. The total of employer's matching and discretionary contributions shall not exceed the total of matching and discretionary contributions paid to eligible non-contract Essentia Health employees. This discretionary contribution shall be made at the same time and in the same manner as discretionary contributions are made for non-contract employees.

## Article 27 VACCINATIONS

The Employer and the Union share an interest in protecting Essentia Health staff, patients, families, and visitors from acquiring and transmitting seasonal and longer-term diseases. To that end, Essentia Health may, in its sole discretion, determine that certain vaccinations are, or demonstrating certain immunity is, a condition of employment. The Employer shall notify the Union as soon as practicable after its amended its list of vaccinations that are required as a condition of employment. Upon request, the Employer will provide the Union with a copy of its policy (policies) as updated from time to time, concerning vaccinations required of bargaining unit members.

## Article 28 JOB DESCRIPTIONS

The Employer shall notify the Union of substantive changes to the duties in any job or the creation of a new job. The Employer shall assign the level of pay to the changed or new job and notify the Union of such. If the Union disagrees with the proposed pay level, a grievance may be filed contesting the proposed rate. If the Employer changes the qualifications of a job, an incumbent employee(s) shall be grandfathered in under the qualifications in place when she/he started the job and the employee(s) shall be given reasonable time to obtain the new qualifications.

An employee may request to meet with his or her supervisor if the employee believes that the current job description does not appropriately capture his or her assigned core duties. The employee may request that a union representative be in attendance at the meeting.

Article 29  
DURATION OF AGREEMENT

This Agreement shall continue in full force and effect from date of ratification until December 31, 2023 and from year to year thereafter unless either party hereto shall give notice ninety (90) days prior to the annual expiration date of a desire to terminate or amend said agreement.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first above stated.


ESSENTIA HEALTH, VIRGINIA

By   
\_\_\_\_\_  
Diane Davidson, Chief Human Resources Officer

By   
\_\_\_\_\_  
Jason Baasten, Director of Employee and Labor Relations

By   
\_\_\_\_\_  
Sam Stone, Operations Administrator

ESSENTIA HEALTH, VIRGINIA LOCAL 730, MINNESOTA Council 65, AMERICAN  
FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO

By   
\_\_\_\_\_  
Curtiss Maki, President

By   
\_\_\_\_\_  
Amanda Metsa, AFSCME Business Agent

AFSCME LOCAL 730 - JOB CLASSIFICATIONS

<u>JOB TITLE</u>	<u>CLASS</u>
Laundry Attendant Lead	II
Environmental Services Technician	III
Nutrition Services Assistant	III
Supply Chain Clerk	IV
Department Coordinator	IV
Switchboard Operator	IV
Rehab Aid	IV
Floor Care Technician	IV
Cook	IV
Revenue Services Assistant	V
Environmental Services Technician - Senior	V
Patient Receptionist	VI
Sterile Processing Technician I	VI
Nursing Assistant	VI
Patient Access Representative	VI-A
Financial Navigator	VI-A
Restorative Assistant	VII
Health Unit Coordinator	VII
Nursing Assistant Long Term Care	VII
Trained Medication Aide Long Term Care	VII
Activity Aide	VII
Transcriptionist	VIII
Pharmacy Technician	VIII
Billing Representative	VIII-L
Access Coordinator	VIII-L
Painter	IX
Patient Account Representative	IX
Maintenance Engineer I	IX-A
Inpatient Coder	X
Maintenance Engineer II	XI

Virginia AFSCME 730 - January 2021

	Pay Level 2	Pay Level 3	Pay Level 4	Pay Level 5	Pay Level 6	Pay Level 6 A	Pay Level 7	Pay Level 8	Pay Level 8 L	Pay Level 9	Pay Level 9 A	Pay Level 10	Pay Level 11
Start	11.66	12.54	13.48	13.94	14.39	14.97	15.94	16.91	17.24	17.92	18.72	19.53	20.51
1	12.28	13.73	14.14	14.84	15.55	15.93	16.70	17.86	18.29	18.85	19.65	20.17	21.52
2	13.23	14.79	15.15	15.57	15.99	16.37	17.44	18.58	19.00	20.40	21.21	20.81	23.24
3	13.54	15.94	16.30	16.65	17.00	17.38	18.19	19.47	19.88	21.64	22.44	21.88	24.60
4	14.60	17.07	17.43	17.61	17.80	18.18	18.91	20.36	20.76	22.58	23.38	22.93	25.65
5	15.33	18.15	18.51	18.73	18.95	19.33	19.65	21.27	21.63	23.65	24.46	24.01	26.83
10	15.62	18.53	18.89	19.08	19.26	19.64	20.41	22.15	22.50	23.97	24.77	25.06	27.16
15	15.99	18.87	19.23	19.41	19.58	19.96	21.20	23.27	23.60	24.33	25.12	26.95	27.74

Virginia AFSCME 730 - January 2022

	Pay Level 2	Pay Level 3	Pay Level 4	Pay Level 5	Pay Level 6	Pay Level 6 A	Pay Level 7	Pay Level 8	Pay Level 8 L	Pay Level 9	Pay Level 9 A	Pay Level 10	Pay Level 11
Start	11.89	12.79	13.75	14.21	14.68	15.27	16.26	17.25	17.58	18.28	19.09	19.92	20.92
1	12.53	14.00	14.42	15.14	15.86	16.25	17.03	18.22	18.65	19.23	20.04	20.57	21.95
2	13.49	15.09	15.46	15.88	16.31	16.70	17.79	18.96	19.38	20.81	21.63	21.22	23.70
3	13.81	16.26	16.63	16.99	17.34	17.73	18.55	19.86	20.28	22.08	22.89	22.32	25.09
4	14.89	17.41	17.78	17.97	18.16	18.54	19.29	20.77	21.17	23.03	23.85	23.39	26.17
5	15.64	18.51	18.88	19.11	19.33	19.72	20.04	21.69	22.07	24.13	24.95	24.49	27.36
10	15.93	18.90	19.27	19.46	19.65	20.03	20.82	22.60	22.95	24.45	25.26	25.56	27.71
15	16.31	19.25	19.61	19.79	19.97	20.36	21.62	23.73	24.07	24.81	25.63	27.49	28.30

Virginia AFSCME 730 - January 2023

	Pay Level 2	Pay Level 3	Pay Level 4	Pay Level 5	Pay Level 6	Pay Level 6 A	Pay Level 7	Pay Level 8	Pay Level 8 L	Pay Level 9	Pay Level 9 A	Pay Level 10	Pay Level 11
Start	12.01	12.92	13.89	14.35	14.83	15.42	16.42	17.42	17.76	18.46	19.28	20.12	21.13
1	12.66	14.14	14.56	15.29	16.02	16.41	17.20	18.40	18.84	19.42	20.24	20.78	22.17
2	13.62	15.24	15.61	16.04	16.47	16.87	17.97	19.15	19.57	21.02	21.85	21.43	23.94
3	13.95	16.42	16.80	17.16	17.51	17.91	18.74	20.06	20.48	22.30	23.12	22.54	25.34
4	15.04	17.58	17.96	18.15	18.34	18.73	19.48	20.98	21.38	23.26	24.09	23.62	26.43
5	15.80	18.70	19.07	19.30	19.52	19.92	20.24	21.91	22.29	24.37	25.20	24.73	27.63
10	16.09	19.09	19.46	19.65	19.85	20.23	21.03	22.83	23.18	24.69	25.51	25.82	27.99
15	16.47	19.44	19.81	19.99	20.17	20.56	21.84	23.97	24.31	25.06	25.89	27.76	28.58

\*Activity Aide Lead paid at \$1.00 per hour above Activity Aide.

\*\*TMA paid at \$1.00 per hour above Class VII rate.



Letter of Understanding  
between  
VRMC and AFSCME Local 730 Service and Support Unit

In order to save money, VRMC was looking at contracting out the Laundry Department. VRMC and the Union worked together to come up with similar cost savings so bargaining unit work would not be contracted out.

Therefore, it has been agreed upon by both parties that:

In lieu of contracting out and keeping workers here, AFSCME Local 730 has agreed to a one-time waiver of the Seniority Language (Section 13.4) which states that casual and then part-time workers must be laid off before full-time workers. Because of the restructuring of the Laundry department, VRMC will lay off 2 full-time workers ahead of part-time workers as well as one part-time worker. VRMC agrees that if the need comes back for more positions, and if there is 40 more hours of work available (or hours equaling a full-time position), they will re-post a full-time position taking into consideration the 2 full-time positions that were lost. This is a non-precedent setting agreement which affects only the Laundry department.

For VRMC:

For AFSCME:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

Date \_\_\_\_\_

Date \_\_\_\_\_

Letter of Understanding  
Between  
VRMC and AFSCME Local 730

Work From Home

The following has been agreed to by both parties and shall be treated as part of the Contract:

It is agreed upon by both parties that certain job positions in Local 730 Service and Support may be able to work from home. The Employer recognizes that there are rules and procedures that must go along with working from home and is creating a policy outlining these procedures. In order for employees to work from home, it must be approved by both the Union and Employer. Employees also must sign off on an agreement, indicating their agreement to work from home and the agreement will have a 30 day notice for any changes. Currently the Pro Fee Coders and Transcriptionists are offered this opportunity.

For VRMC:

Bill Smith  
HR

Deb Horning  
Manager

Date \_\_\_\_\_

For AFSCME:

Sharon Strie  
President

Ida Rukavina  
Staff Representative

Date \_\_\_\_\_

March 20, 2007

Steve Giorgi  
AFSCME Council 65  
118 Central Avenue  
Nashwauk, MN 55769

RE: LETTER OF UNDERSTANDING- 2<sup>nd</sup> Class B Engineers Boiler License

Dear Steve:

This correspondence will represent a letter of understanding between Virginia Regional Medical Center and AFSCME Local No. 730 Aide Unit as it pertains to an addendum to the current labor agreement due to an additional requirement in the position description of the attached Maintenance Engineer position. The change is a result replacements and additions to the boilers being operated at the Medical Center.

As per our discussion, VRMC proposes to compensate this position at an additional \$.75 per hour in addition to the employee's current rate of pay. The rate of pay will be added to the employee's regular contractual rate upon receipt by the Medical Center of a copy of the Maintenance Engineers 2<sup>nd</sup> Class B Engineers License.

The compensation increase will be effective Sunday, March 18, 2007.

The parties have agreed to this adjustment as indicated by their signatures below:

On behalf of VRMC

On behalf of AFSCME Council 65

---

Stephen Roskoski  
Director Human Resources

---

Steve Giorgi  
Union Business Agent

LETTER OF AGREEMENT  
AFSCME, LOCAL 730, Service Workers Unit  
and  
ESSENTIA HEALTH VIRGINIA

Grandfather Clause

1. The parties have agreed to permit current employees with an authorized FTE of 0.5 to 0.59, who were eligible for benefits under the prior contract with Virginia Regional Medical Center but who are not Benefit Eligible under the replacement contract with Essentia Health Virginia, to be grandfathered and deemed Benefit Eligible as long as they continuously maintain an authorized FTE status of between 0.5 and 0.59, inclusive, and remain in the bargaining unit. If an employee decreases his/her FTE below 0.5 or increase his/her FTE to a 0.6 FTE or more, then employee will no longer be grandfathered under this Agreement. Thereafter, because no longer grandfathered, the employee must maintain an FTE of at least .6 to be Benefit Eligible.
  
2. In addition, an employee whose current FTE is at least .5 but less than .6 shall be given a one-time opportunity to be exercised within thirty (30) days after 9/2/14 to notify his/her manager of his/her desire to increase his/her established FTE to .6
  
3. Finally, it is agreed that the 4 Full-time 0.9 FTE employees will be grandfathered in and remain Full-time as a 0.9 FTE so long as they remain in their current position and in the bargaining unit. The employee will no longer be grandfathered under this Agreement if they switch positions to a different job classification or FTE.

AFSCME Local 730

ESSENTIA HEALTH VIRGINIA

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

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By \_\_\_\_\_  
Its \_\_\_\_\_

LETTER OF AGREEMENT

AFSCME, LOCAL 730, Service Workers Unit  
and  
ESSENTIA HEALTH VIRGINIA

Drug and Alcohol Policy

The parties understand that employees of the nursing home may be asked by a resident or the resident's family member or legal guardian to obtain alcoholic beverages for the personal use of the resident. The parties agree that employees who have been asked and are properly authorized to obtain alcoholic beverages for residents of the nursing home facility shall not be deemed in violation of the Drug and Alcohol Testing for Employees policy merely by virtue of possessing or transporting such alcoholic beverages into the nursing home facility.

AFSCME Local 730

ESSENTIA HEALTH VIRGINIA

By \_\_\_\_\_  
Its \_\_\_\_\_

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Its \_\_\_\_\_

LETTER OF AGREEMENT

AFSCME, LOCAL 730, Service Workers Unit

and

ESSENTIA HEALTH VIRGINIA

PERSONAL DAYS HOURS CONVERSION

Under the terms of the collective bargaining agreement for the period January 1, 2014 through December 31, 2017, the parties agreed to eliminate the employee's birthday as a holiday and to add a third personal day. The parties also agreed that beginning January 1, 2015 personal days hours would accrue based on the number of hours worked by the employee. To address the transition from the previous practice to the new accrual system, on January 1, 2015 the Employer shall credit each employee's personal days accrual account with the number of hours he/she would have accrued in calendar year 2014 had the accrual system been in place for the 2014 calendar year. It is understood and agreed that this is a one-time addition to the accrual account to prevent the loss of a benefit as a result of the transition from a "dump" system to an accrual-by-hours worked "earn-as-you-go" system.

Notwithstanding the limit of thirty (30) personal days hours contained in Section 6.5, as part of the transition to the accrual system, for calendar year 2015 only, employees may have a maximum of thirty-six (36) hours in the personal days hours accrual account.

AFSCME Local 730

ESSENTIA HEALTH VIRGINIA

By \_\_\_\_\_  
Its \_\_\_\_\_

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Its \_\_\_\_\_

LETTER OF AGREEMENT

AFSCME, LOCAL 730, Service Workers Unit  
and  
ESSENTIA HEALTH VIRGINIA

VACATION HOURS ACCRUAL CONVERSION PERIOD

Under the terms of the collective bargaining agreement for the period January 1, 2014 through December 31, 2017, the parties agreed that beginning January 1, 2015 vacation hours for employees not covered by the PTO program would accrue based on the number of hours paid to the employee. To address the transition from the previous practice to the new accrual system, on January 1, 2015 the Employer shall credit each employee's vacation hours account with the number of hours he/she would have accrued in calendar year 2014, had the accrual system been in place for the 2014 calendar year. It Is understood and agreed that this is a one-time addition to the accrual account to prevent the loss of a benefit as a result of the transition from a year-end "dump" system to an accrual-by-hours worked "earn-as-you-go" system. During a transition period, the parties have agreed that the maximum hours an employee may maintain in his/her vacation hours accrual account may be permitted to exceed the contract maximums in calendar years 2015, 2016 and 2017 as follows:

Cumulative Hours of Service	Maximum Allowable Accrued Hours in 2015	Maximum Allowable Accrued Hours In 2016	Maximum Allowable Accrued Hours in 2017.	Maximum Allowable Accrued Hours after 2017
0-2,080	80	80	80	80
2,080 to 4,160	120	120	120	120
4,160 — 8,320	180	173	166	160
8,320 --16,640	240	227	214	200
Over 16,640	300	280	260	240

AFSCME Local 730

ESSENTIA HEALTH VIRGINIA

By \_\_\_\_\_  
Its \_\_\_\_\_

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Its \_\_\_\_\_

LETTER OF AGREEMENT

AFSCME, LOCAL 730, Service Workers Unit  
and  
ESSENTIA HEALTH VIRGINIA

SICK LEAVE ACCRUALS IN EXCESS OF 720 HOURS

Under the terms of the collective bargaining agreement for the period January 1, 2014 through December 31, 2016, the parties agreed to reduce from 816 to 720 the maximum number of hours of sick leave employees participating in the sick leave plan may accumulate. In consideration for this change, the parties have agreed that employees participating in the sick leave plan who have accrued more than 720 hours of sick leave as of the date of ratification of the agreement and who opt out of converting to the PTO program shall be entitled to retain their excess hours, without any additional accruals being awarded, until they have reduced their sick leave banks below 720 hours. Thereafter, normal accruals based on hours worked shall be awarded up to the maximum of 720 hours. The employees who have sick leave accruals in excess of 720 hours and who are subject to this Letter of Agreement and the amounts of their accruals are as follows:

FERKUL, CHARLENE R.	823.38
HANSON, PAULA M.	823.38
PETERSON, KEVIN A.	823.38
VARANI, MA ALMA F.	814.97
BURTON, MELANIE A.	811.69
HOTCHKISS, DANIEL K.	803.69
PERNU-ANDERSON, CYNTHIA M.	781.25
IRISH, SHEILA K.	771.69
LANDBORG, COLLEEN M.	771.69
LERFALD, BONNIE L.	771.69
RICE, PAMELA J.	771.69
ANZELC, CHRISTINE K.	771.69
ANDERSON, MICHELLE K.	771.07
LEDOUX, SANDRA C.	770.54
NORVITCH, STEPHANIE A.	768
BASTIANELLI, SHARON L.	768
KWIATKOWSKI, LOIS S.	768
HUNTER, SALLY J.	758.31
MOLLARD, JOHN F.	748.94
CROTEAU, CRYSTAL L.	735.29
FROST, STEVEN V.	734.61
COLCLEUGH, MICHAEL L.	730.47
KETOLA, LINDA J.	725.3



Should the employee convert to the PTO program, the accumulated sick leave hours shall be subject to the conversion rules set forth in Article 9.

AFSCME Local 730

ESSENTIA HEALTH VIRGINIA

By \_\_\_\_\_  
Its \_\_\_\_\_

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Its \_\_\_\_\_

LETTER OF AGREEMENT

AFSCME, LOCAL 730, Service Workers Unit  
and  
ESSENTIA HEALTH VIRGINIA

FTE ADJUSTMENT FOR LUMP SUM PAYMENT

As part of the negotiations for the collective bargaining agreement for the period January 1, 2014 through December 31, 2017 ("CBA"), the parties agreed that the Employer shall pay a lump sum of \$325 to each active employee as of the date of ratification, with the payment to be pro-rated based on the employee's FTE status. Thus, a full time (1.0 FTE) employee will receive \$325 and a part time employee will receive a lesser amount (for example, a .6 FTE employee will receive \$195; a .8 FTE employee will receive \$280).

Prior to issuance of the payment, each employee may request that his/her FTE status be adjusted to reflect the actual hours he/she worked in the previous twelve months. The adjustment, if appropriate, will be made in accordance with the provisions of the "FTE Creep" article contained in this agreement. In no case will an employee's FTE status be increased above 1.0. Upon adjustment, the employee shall be subject to scheduling consistent with his/her revised FTE status,

The resulting pro-rated lump sum payment shall be paid to each employee of the bargaining unit who is employed by Employer as of the date of ratification of the CBA. Payment shall be made with employee paychecks issued for the third full payroll period that begins after the date of ratification.

AFSCME Local 730

ESSENTIA HEALTH VIRGINIA

By \_\_\_\_\_  
Its \_\_\_\_\_

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By \_\_\_\_\_  
Its \_\_\_\_\_

Letter of Agreement  
Transcription Production Based Pay Policy

HEALTH INFORMATION SERVICES (HIS) TRANSCRIPTION  
PRODUCTION BASED PAY POLICY

1. Effective date: Commences two pay periods after the settlement of the new AFSCME Virginia contract.
2. Eligible AFSCME Transcriptionists: All HIS Medical Transcriptionist (MTs).
3. Professional, considerate, non-competitive behavior will continue to be a requirement. HIS transcriptionists will answer phone calls and handle routine requests, etc.
4. HIS transcriptionists work will be a blend of approximately 90% editing using voice recognition software and approximately 10% standard transcription. Transcriptionist is required to maintain a 98% accuracy rate,
5. Pay levels are as follows:

MT Level	Pay Oracle	Definition	Wage (current)	Incentive	Home-based
Level 1 VII- A	Grade 111	New Hire — up to 6 months	13.92 to 18.50	NA	NA
Level 2 VI-E	Grade IIA	200 — 229 lines/hr	12.79 to 16.87	NA	NA
Level 3 WI-A	Grade III	230 — 279 lines/hr	13.92 to 18.50	\$0.015/line above 230	Eligible
Level 4 VIII-A	Grade IV	280+ lines/hr	14.66 to 20.30	\$0.035/line above 280	Eligible

6. The level corresponding Pay Grade will be computed on an average of individual employee's hourly line production assessed every calendar quarter. Any adjustments between pay grades, up or down, will be step for step.
7. Employees are expected to honor the principle of "A fair day's work for a fair day's pay". MTs will not, under any circumstance, obtain dictation under false pretenses or add falsely to their line count to increase their incentive.
8. The employee shall notify the Employer of an error in incentive pay prior to the end of the next period. Cases of intentional manipulation or dishonesty by an Employee will be dealt with by the Employer at the time of discovery; which could result in disciplinary action up to and including termination.
9. Non-productive work hours are those hours in which transcription duties cannot be performed. These hours include but are not limited to department and section meetings,

other department/clinic mandatory attendance requirements, computer or dictation equipment failure (at the fault of the employer), and other situations at the discretion of the manager. These hours will be paid at the base rate.

10. Current employees as of date of ratification of the 2014 Contract will not suffer a reduction in pay and will be grandfathered into current Class rate of pay and receive any incentives according to the above schedule. Employees will also receive yearly contractual increases in current class of pay.

LETTER OF AGREEMENT

AFSCME, LOCAL 730, Service Workers Unit  
and  
ESSENTIA HEALTH VIRGINIA

COMMITTEE TO REVIEW WAGE SCALES FOR  
MAINTENANCE ENGINEERS AND PHARMACY TECHNICIANS

Under the terms of the collective bargaining agreement for the period January 1, 2014 through December 31, 2017, the parties agreed to establish a committee to review existing wage rates for maintenance engineers and pharmacy technicians and to consider possible one-time extra-contract wage scale adjustments for these positions. The committee will be comprised of three members representing the Employer (appointed by the Director of Employee and Labor Relations) and three members representing the Union (appointed by the local union president). The committee shall meet not later than July 1, 2015. Until such time as the committee has submitted its recommendations to the Employer, newly-hired maintenance engineers shall not be subject to the eight-year cap on experience credit.

The committee shall have no jurisdiction beyond these Issues: (1) review of wage rates for maintenance engineers and pharmacy technicians and (2) continuation of the exemption from the eight-year cap on experience credit for newly-hired maintenance engineers. A vote by a majority of the committee members shall be necessary to submit recommendations to the Employer. The committee shall be disbanded (adjourn sine die) and shall have no jurisdiction after submitting its recommendations, if any, to the Employer. The Employer shall have the sole discretion to accept in whole or in part or reject in whole or in part the committee's recommendations or to implement a modified version of the committee's recommendations.

AFSCME Local 730

ESSENTIA HEALTH VIRGINIA

By \_\_\_\_\_  
Its \_\_\_\_\_

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Its \_\_\_\_\_

LETTER OF AGREEMENT

AFSCME, LOCAL 730, Service Workers Unit  
and  
ESSENTIA HEALTH VIRGINIA

TERM LIFE INSURANCE FOR CERTAIN RETIREES

Under the terms of the collective bargaining agreement for the period January 1, 2014 through December 31, 2017, the parties agreed to eliminate and remove from the collective bargaining agreement the provision previously contained in Article 12.2 that read: "Ten thousand dollars (\$10,000) insurance for employees who are retiring, effective upon ratification." The removal of this provision is effective upon ratification of the 2014-2017 collective bargaining agreement; however, any bargaining unit members who retired prior to September 2nd, 2014 and who were enrolled in the term life insurance program will continue to be enrolled in the term life insurance. The retired employees who remain eligible to enroll in the term life insurance plan are as follows:

SAATELA, CAROL J.  
HILL, VALERIE B.  
REDMOND, DEBORA A.  
JENNINGS, SHIRLEY J.  
FLANNIGAN, SUSAN K.

AFSCME Local 730

ESSENTIA HEALTH VIRGINIA

By \_\_\_\_\_  
Its \_\_\_\_\_

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LETTER OF AGREEMENT

AFSCME, LOCAL 730, Service Workers Unit  
and  
ESSENTIA HEALTH VIRGINIA

RETIREMENT PLAN CONTRIBUTION FOR 2014

Under the terms of the collective bargaining agreement for the period January 1, 2014 through December 31, 2017, the parties agreed to new contract Article 26, which sets forth the amount and procedure for employer contributions to the Essentia Health 401(k) plan, effective January 1, 2015. For calendar year 2014, the parties agreed that the total employer contribution to the Essentia Health 401(k) plan for eligible employees would be 7.25% of the eligible employee's annual compensation, regardless of the amount contributed by the employee.

AFSCME Local 730

ESSENTIA HEALTH VIRGINIA

By \_\_\_\_\_  
Its \_\_\_\_\_

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By \_\_\_\_\_  
Its \_\_\_\_\_

Letter of Agreement

Between

AFSCME Council 65, Local 730 Service and Support Unit

and Essentia Health Virginia

During negotiations for a new collective bargaining agreement effective September 2, 2014, the parties agreed to modify the method for accruing and tracking accrual of vacation pay effective January 1, 2015, for employees remaining under the vacation plan. However, a dispute arose regarding the accuracy of the proposed accrual grid and the presence or absence of mutual intent and mutual mistake, which culminated in the Union filing an Unfair Labor Practice charge and the Employer contesting the charge, Following subsequent negotiations, the parties have agreed that the following accrual grid shall be adopted as the replacement accrual grid in Article 7, Section 7.2:

Cumulative Hours of Service	Hourly Accrual Rate	Annual Accrual Rate	Maximum Hours Accrued
0 — 4,159	0.01923	40	80
4,160 — 6,239	0.03846	80	120
6,240 --14,559	0.05769	120	160
14,560 —29419	0.07692	160	200
29,120 and above	0.09615	200	240

In addition to the adoption of the above accrual grid, upon ratification of this LOA, Essentia Health will pay a one-time lump sum equivalent of one (1) week of vacation to each employee in this bargaining unit, based upon the employee's hourly rate of pay and pro-rated by his or her FTE. To be eligible for the lump sum payment, employees must have elected to remain on the Vacation and Sick Benefits (rather than switching to PTO) and be employed by Essentia Health at the time this LOA is ratified. Payment of this lump sum shall be made no later than the first full pay period following ratification of the LOA and will be paid on a separate check.

Also upon ratification, both parties will sign and execute the AFSCME Local 730 Service and Support Contract with this LOA attached and the Union will submit written notice to the National Labor Relations Board withdrawing the March 20, 2015 Unfair Labor Practice charge.

For Essentia Health Virginia

For AFSCME:

\_\_\_\_\_  
ELR Director

\_\_\_\_\_  
President

\_\_\_\_\_  
Administrator/Chief Operating Officer

\_\_\_\_\_  
Staff President

Date \_\_\_\_\_

Date \_\_\_\_\_