



Collective Bargaining Agreement
Between
AFSCME Council 65, Local 1119-0005, AFL-CIO
And
Fairview Range Regional Medical Center
3/1/2021 – 2/29/2024

Labor Representative: Tom Whiteside (twhiteside@afscme65.org or 320-640-0151)

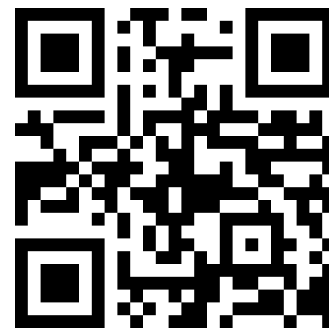
AFSCME Council 65 Office: info@afscme65.org or 888-474-3242

WEINGARTEN RIGHTS

If called to a meeting with management, you have rights to representation. State the following and call your labor representative: If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative be present at the meeting. Until my representative arrives, I choose not to participate in this discussion.

BECOME AN AFSCME 65 MEMBER

Are you a new employee or not a member yet? Scan the QR code to sign up today and take advantage of the many benefits of AFSCME membership!



MEMBER BENEFITS

Are you taking advantage of your union member benefits? Check out the many benefits available from AFSCME Advantage and Union Plus at:

www.afscme.org/member-resources

www.unionplus.org

Make sure to have your member number handy when accessing these benefits.

ORGANIZING

Know someone who wants to form a union at their workplace? Contact our Organizing Department at 888-474-3242 or email info@afscme65.org and inquire about forming a union. Make sure they tell us you referred them. Your Local benefits from referring new union members.



COLLECTIVE BARGAINING AGREEMENT

between

Range Regional Health Services,
a Minnesota nonprofit corporation

and

Minnesota Council #65
American Federation of State, County
and Municipal Employees, AFL-CIO

March 1, 2021 – February 29, 2024

COLLECTIVE BARGAINING AGREEMENT

By and Between
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Preamble

This Agreement is made and entered into on the _____ day of _____ 2021, by and between Range Regional Health Services d/b/a Fairview Range Medical Center, a Minnesota nonprofit corporation, (“Employer”) and AFSCME Council 65 (“Union” or “AFSCME”).

Article 1 -- Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for all full-time and regular part-time Breast Center Lead Technologists, DI Technicians, Sr. DI Technicians, Radiation Therapists, CT/Imaging Technologists, Lead CT Techs, Interventional/Imaging Techs, Lead Interventional/Imaging Techs, MRI Technicians, Lead MRI Technicians, Nuclear Medicine Techs, Lead Nuclear Medicine Techs, Ultrasound Technicians, Lead Ultrasound Technicians, Radiology Technologists, Medical Lab Technicians, MLT/Phlebotomy Trainers, Echocardiographers, and Lead Student Program Advisors, employed by the Employer at its facility located at 750 East 34th Street, Hibbing, Minnesota; excluding all other employees, managers, and guards and supervisors as defined in the National Labor Relations Act. Unless the context clearly indicates otherwise, the words “employee” and “employees” as used in this Agreement shall mean only those persons within the recognized bargaining unit.

Article 2 -- Non-Discrimination, Non-Harassment

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

Article 3 -- Union Membership

All employees shall, as a condition of continued employment, become and remain members in the Union on or after the thirtieth calendar day following the beginning of employment or the effective date of this Agreement, whichever is later. An employee may choose, however, in lieu of Union membership, to pay to the Union a service fee, representing that portion of usual and customary Union dues and fees attributable to collective bargaining, grievance processing, and contract administration.

Article 4 -- Dues and Service Fee Deductions

The Employer shall deduct Union dues and service fees from the earnings of any employee who has executed and provided to the Employer a written check-off authorization form. The Union shall certify to the Employer the amounts to be deducted. The Employer shall deduct the dues or service fees in twelve (12) monthly installments. The Union shall defend and indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liabilities that arise out of or by reason of any action taken by the Employer for purposes of complying with this

Article, or in reliance on any lists, notices, or authorizations that were furnished to the Employer by an employee or by the Union.

Article 5 -- Management Rights

The management of the business and the direction of the working forces are vested exclusively in the Employer. Except where expressly abridged by a specific provision of this Agreement, the Employer's management rights include, but are not limited to, the rights to hire; to discipline, suspend, and discharge for just cause; to layoff; to recall; to promote; to determine and change starting and quitting times; to determine and change the days of the week to work; to determine and change the number of hours of work in a day; to determine and change the number of days to work in a week or pay period; to promulgate and enforce rules, regulations, and policies not inconsistent with this Agreement; to assign work, duties, and responsibilities; to establish new job classifications and to set their rates of pay; to create, organize, reorganize, discontinue, enlarge, or reduce a department, unit, function, floor, or division; to assign and transfer employees to other areas as operations may require; to introduce new or improved methods of operation or facilities; to determine the quality, quantity, and method of work and the number of employees; to contract with others for the furnishing of services not provided by the employees; and to carry out the ordinary and customary functions of management whether or not possessed or exercised by the Employer prior to the execution of this Agreement.

Article 6 -- No Strike, No Lockout

During the term of this Agreement, no employee shall engage in any strike, sympathy strike, sit down, sit in, slowdown, cessation of work, stoppage of work, interruption of work, picketing, sympathy picketing, or boycott. The failure or refusal on the part of any employee to comply with the provisions of this Section shall constitute just cause for discipline, up to and including discharge, by the Employer. During the term of this Agreement, the Employer shall not lock out the employees. The provisions of this Article 6 shall be absolute, and shall apply regardless of whether the dispute is subject to the grievance and arbitration procedure under this Agreement.

Article 7 -- Job Classifications

7.1 Full-Time.

A full-time employee shall be defined as a regular employee who is permanently scheduled to work seventy-two (72) to eighty (80) hours per pay period.

7.2 Part-Time.

A part-time employee shall be defined as a regular employee who is permanently scheduled to work forty (40) to seventy-one (71) hours per pay period.

7.3 Casual.

A casual employee shall be defined as a regular employee who is permanently scheduled to work eight (8) to thirty-nine (39) hours per pay period.

7.4 On-Call.

An on-call employee shall be defined as an employee who does not have any permanently scheduled hours.

Article 8 -- Hours of Work

8.1 Hours of Work.

A. The normal work period will be either forty (40) hours in a workweek or eighty (80) hours in a 14-day pay period. The normal work day will be eight (8) or twelve (12) hours per day. Employees shall be paid for all time worked. Paydays shall be on alternate Fridays.

B. For non-exempt employees whose normal work period is forty (40) hours in a workweek, all hours worked in excess of forty (40) hours in a workweek shall be considered overtime. For non-exempt employees whose normal work period is eighty (80) hours in a two-week pay period (Laboratory employees who work the night shift and the MLT/Phlebotomy Trainer), all hours worked in excess of eight (8) hours in a day or eighty (80) hours in a pay period shall be considered overtime. All overtime shall be compensated at time and one-half (1½) the regular rate of pay. There shall be no duplicating or pyramiding of overtime.

8.2 Breaks.

A. Employees shall be given one (1) fifteen (15) minute paid rest break for each four (4) hour work period. Employees who are scheduled more than eight (8) hours in any one (1) day shall be entitled to both the paid rest breaks and a one-half (½) hour unpaid meal break.

B. The manager may schedule breaks.

C. An employee may not combine breaks without the manager's approval. An employee may not combine or schedule breaks in order to leave work before the end of the employee's shift.

8.3 Call Coverage.

Call coverage may be required to provide appropriate patient care.

8.4 Work Scheduling, Laboratory.

A. No employee shall be scheduled more than two (2) weekends per month, unless mutually agreed. No employee shall be scheduled more than eighty (80) hours per pay period, unless mutually agreed. Split shifts shall only be scheduled by mutual agreement.

B. Work schedules covering at least a two (2) week period shall be posted at least two (2) weeks in advance of the first day of the schedule.

C. Schedules shall not be changed after posting without the mutual agreement of the manager and the employee. An employee shall not be granted a schedule change request or permitted to trade shifts if the resulting change or trade would result in an unqualified employee filling the shift or the payment of premium pay or overtime pay to any affected employee.

8.5 Work Scheduling, Diagnostic Imaging.

A. No employee shall be scheduled more than two (2) weekends per month, unless mutually agreed. No employee shall be scheduled more than eighty (80) hours per pay period, unless mutually agreed. Split shifts shall only be scheduled by mutual agreement.

B. Work schedules covering at least a two (2) week period shall be posted at least two (2) weeks in advance of the first day of the schedule.

C. Schedules shall not be changed after posting without the mutual agreement of the manager and the employee. An employee shall not be granted a schedule change request or permitted to trade shifts if the resulting change or trade would result in an unqualified employee filling the shift or the payment of premium pay or overtime pay to any affected employee.

8.6 Work Scheduling, Radiation Therapy.

A. Normal work hours are Monday through Friday. Weekend work may be scheduled if necessary to provide appropriate patient care or to address issues with equipment or other issues related to Employer operations. In an emergency, the Employer may require the least senior qualified employee to report for weekend work. Split shifts shall only be scheduled by mutual agreement.

B. Work schedules covering a four (4) week period shall be posted at least one (1) week in advance of the first day of the schedule.

C. Schedules shall not be changed after posting without the mutual agreement of the manager and the employee.

Article 9 -- Probation

Newly hired employees shall be considered to be on probation for the first six (6) months of employment. By mutual agreement between the Employer and the employee made during the initial probation period, probation may be extended for an additional three (3) months. Any employee on an approved leave of absence during the probationary period shall have the period automatically extended by the duration of the leave to allow for an adequate evaluation period. During probation, the Employer may discipline or discharge the employee at will. Such discipline or discharge shall not be subject to the grievance and arbitration procedure of this Agreement and shall not be considered a breach of this Agreement.

Probationary employees shall be eligible for medical and dental insurance benefits on the first of the month following sixty (60) days of employment, and for any other applicable benefits on the first of the month following ninety (90) days of employment. The Employer may permit a probationary employee to receive, accrue, and utilize some or all of the fringe benefits set forth in this Agreement if, in the Employer's sole judgment, it is helpful to do so for recruitment and retention purposes. Seniority shall not apply to probationary employees except for purposes of layoffs, reductions of hours, and recalls. Upon successful completion of probation, the employee's seniority shall be back dated to the time of hire, the employee shall be given credit towards fringe benefits for the time spent on probation, and the employee shall be eligible to utilize and receive all fringe benefits for which the employee may otherwise qualify.

Article 10 -- Seniority

Each employee shall have job classification seniority. Job classification seniority shall be measured by total compensable hours since the most recent date of hire within the bargaining unit. Hours not worked at the request of the Employer due to low census or operational issues shall be included in the computation of seniority hours. An employee who changes job classifications shall retain the job classification seniority accrued in the former job classification, which accrued seniority shall be reinstated if and when the employee returns to the former job classification without an intervening break in service. Job classification seniority within the new job classification shall start from the date the employee begins working in that job classification. Any tie in job classification seniority shall be broken by consideration of date-of-hire seniority. Any remaining tie shall be resolved by a flip of a coin. Seniority shall accrue during leaves of absence of ninety (90) calendar days or less, but not thereafter. Seniority shall be lost in any of the following circumstances:

- a) Discharge for just cause;
- b) Voluntary quit;
- c) Failure of the employee to return to work upon recall from layoff;
- d) Failure of the employee to accept restoration from reduced hours;
- e) Continuous lay-off of greater than twelve (12) months;
- f) Retirement;
- g) Failure of the employee to return to work from a leave of absence;
- h) Engaging in new employment while on a leave of absence;
- i) Failure to apply for work within the statutory time limit following completion of a military leave of absence.

Within thirty (30) days of the ratification of this Agreement, the Employer will post a current seniority list on the job board and email a copy to the Union. Any objections to the list shall be grieved in writing within seven (7) calendar days of the posting. In the absence of any timely grievances, the list shall be deemed conclusive. Thereafter, the Employer will post and email an updated seniority list on a quarterly basis. Any objections to the list shall be grieved in writing within seven (7) calendar days of the posting. In the absence of any timely grievances, the list shall be deemed conclusive. The seniority list shall specify the job classification and the job classification seniority dates of each employee.

Article 11 -- Vacancies

If the Employer, in its sole discretion, determines that a vacancy exists or creates a new position in this bargaining unit, the Employer shall post notice of such for five (5) calendar days. The Employer may advertise outside the bargaining unit simultaneously; however, other internal and external candidates may not be hired until the posting has closed and all eligible, qualified bargaining unit employees who have applied have been considered.

Employees will be allowed to apply and be considered for all openings, if they have the ability and availability to perform the duties required by the position for which they are applying at the time of application. However, if an employee does not have six (6) months or more seniority or has received a suspension in the previous twelve (12) months, the employee shall not be eligible to apply.

Reasonable job qualifications and competencies shall be made by the Employer in its sole discretion; such determination shall not be subject to the grievance and arbitration procedure of this Agreement. If an applicant considers the Employer to have made the determination of whether they meet the qualifications in an unjust manner, such applicant may file a grievance under the procedures established in this Agreement. Qualifications and competencies for vacant positions will be no different than for all other employees in that job classification.

The Employer will, through an interview process, determine and select the most qualified candidate for the position. In considering a candidate's qualifications, the Employer shall consider an employee's documented performance record. For purposes of this Article 11, the documented performance record shall not include first written warnings that occurred more than one (1) year prior to the date of application or second written warnings that occurred more than two (2) years prior to the date of application. If two (2) or more candidates for a particular position are equally qualified, the Employer will select the most senior candidate. If there are no eligible, qualified bargaining unit candidates, the Employer may fill the opening from outside the bargaining unit.

Nothing in this Article 11 shall require the Employer to place an unqualified employee in any position.

Article 12 -- Layoff, Reduction in Hours, and Recall

If the Employer decides to reduce the number of employees in a given job classification, or to reduce the hours of work in a given job classification, it shall do so by laying off or reducing the number of hours by reverse job classification seniority among those working in that job classification, provided that the remaining employees working in that job classification are qualified to do the remaining work. When feasible, the Employer shall provide two (2) weeks' advance notice of a layoff or reduction of hours. If advance notice is not feasible, the Employer shall provide two (2) weeks' pay in lieu of notice. By written agreement between the Employer and an employee, job classification seniority need not be followed. "Layoff" means the elimination of all of an employee's scheduled hours of work. "Reduction of hours" means the reduction of an employee's scheduled work hours by more than five (5) hours per pay period for

what is anticipated to be an indefinite length of time. Employees on layoff shall retain accrued job classification seniority but further accruals shall cease. When an employee is selected for layoff or hours reduction, the employee may bump an employee in another bargaining unit job classification having less seniority if the bumping employee worked in that job classification as a non-probationary employee during the preceding three (3) years and for which the bumping employee is otherwise qualified.

The Employer shall not use temporary or probationary employees or any persons outside of the bargaining unit to do bargaining unit work while any qualified employee is on layoff or reduced hours and requests work.

When the Employer determines to recall laid off employees, or to restore reduced hours, it shall do so in reverse order of layoff or hours reduction, as the case may be, provided that the employee must be qualified to perform the available work.

Article 13 -- Temporary Employees

The Employer may augment the work force with temporary employees or temporary agency personnel (a) to cover for the absence of an employee due to a leave of absence, illness, paid time off, or other authorized absence, or (b) during times the Employer is attempting to recruit a new employee, or (c) for up to ninety (90) consecutive calendar days to provide assistance for special projects or during times of high work load.

Article 14 -- Transition to Casual Status

Employees may request transition to casual status when providing notice of their resignation. Full-time or part-time employees making such a request must do so in writing at least four (4) weeks in advance. The Employer shall grant or deny such a request based upon the needs of the facility and patient care needs.

Article 15 -- Cross-Training

Laboratory and Diagnostic Imaging employees may be cross-trained on different specialties or modalities within their Department. The Employer shall determine when cross-training is required and which employees shall be cross-trained and shall select trainers who the Employer deems are qualified. Any cross-training shall be within the scope of an employee's current professional license. Cross-training shall occur during an employee's regular shifts. The Employer, with a signed competency form from the Lead and the employee in training, shall determine when an employee is competent in a new area. Once an employee is competent in an area, the employee may be scheduled in that area.

Laboratory employees who are deemed competent by the Employer in three (3) or more departments (Hematology, Chemistry, Transfusion Medicine, and Microbiology) and have two (2) or more certifications (Breath Alcohol Testing, DOT Urine Drug Screen, and Category B Packing and Shipping) shall be placed in the Senior Medical Laboratory Technician job classification.

Diagnostic Imaging employees who are deemed competent by the Employer in two (2) or more modalities and are currently working in all of those modalities, shall be placed in the Senior Diagnostic Imaging Tech job classification.

Article 16 -- Holidays

16.1 Holidays.

The following days shall be considered holidays:

- 1) New Year's Day;
- 2) Good Friday;
- 3) Memorial Day;
- 4) Independence Day;
- 5) Labor Day;
- 6) Thanksgiving Day; and
- 7) Christmas.

16.2 Pay for Holiday Not Worked.

A. Full-time employees shall receive holiday pay for all holidays listed in 16.1 at their base rate of pay for the number of hours they are normally scheduled to work. Part-time employees shall receive holiday pay only for holidays 1, 3, 5, and 6 listed in 16.1 at their base rate of pay for the number of hours they are normally scheduled to work.

B. Casual, on-call, and temporary employees shall not receive holiday pay on a holiday they do not work. Employees who have not completed their initial probationary period (or extended probationary period, if applicable) shall not receive holiday pay on a holiday they do not work.

C. In order to receive holiday pay, the employee shall work the regularly scheduled shift before and the regularly scheduled shift after the holiday. Notwithstanding the foregoing, if the employee provides written verification of the employee's own illness or injury from a health care provider who treated the illness or injury, the employee shall still be eligible for holiday pay. Such written verification shall be provided to the employee's Department Leader within the pay period in which the holiday occurred.

D. When any holiday listed in 16.1 for which an employee is eligible to receive holiday pay occurs during a PTO period, a mutually agreed upon day off with pay shall be granted in lieu of the holiday within thirty (30) days before or after said holiday. Such day off shall be paid at the employee's base rate of pay for the number of hours they are normally scheduled to work. When any holiday in 16.1 occurs during any leave of absence, the employee shall receive neither holiday pay nor a substitute day off.

16.3 Pay for Holiday Worked.

A. Full-time, part-time, casual, on-call, temporary, and probationary employees who

work on any holiday listed in 16.1 shall be compensated at one and three-quarters (1³/₄) times their base rate of pay for all hours worked on such holiday.

B. Holiday pay shall generally begin at 11:00 p.m. on the eve of a holiday and end at 11:00 p.m. on the day of the holiday. However, for the Christmas and New Year's holidays, holiday pay shall begin at 3:00 p.m. on the eve of the holiday and end at 11:00 p.m. on the day of the holiday.

C. Employees eligible for holiday pay who work on any holiday listed in 16.1 shall receive a mutually agreed upon day off with pay within thirty (30) days before or after said holiday. Such day off shall be paid at the employee's base rate of pay for eight (8) hours.

D. Notwithstanding the foregoing, full-time employees who are scheduled by the Employer to work and who work more than four (4) of the holidays listed in 16.1 shall be compensated at two (2) times their base rate of pay for all hours worked on any additional holidays on which they are scheduled to work and work for the remainder of that calendar year. Such employees shall also receive a mutually agreed upon day off with pay within thirty (30) days before or after said holiday. Such day off shall be paid at the employee's base rate of pay for eight (8) hours. For purposes of this Section, two (2) shifts worked on the same holiday shall count as only one (1) holiday.

16.4 Employee's Failure to Report.

Employees who are scheduled to work a holiday and fail to report shall not receive holiday pay.

16.5 Rate of Pay.

For purposes of this Article 16, the base rate of pay includes certification pay.

Article 17 -- Paid Time Off (PTO)

PTO will be provided to eligible employees for purposes of vacation, personal time off, and illness of the employee or the employee's relative as required by law. To be eligible for PTO, an employee must be assigned a position of .5 (forty (40) hours per pay period) or more.

17.1 PTO Accrual Rate.

PTO will be earned based on compensated hours. PTO will not accrue for any pay period that an employee does not have at least forty (40) hours of benefit eligible time. PTO will not accrue on more than 2,080 hours per year.

PTO will accrue based on the following schedule:

Hours of Continuous Employment	Accrual Rate Per Hour	Maximum PTO Accrual Per Year	Maximum Balance at Hire Date Anniversary
0 hrs through 2,080 hrs	.050	104 Hours	104 Hours
2,081 hrs through 8,320 hrs	.0692	144 Hours	144 Hours
8,321 hrs through 20,800 hrs	.0884	184 Hours	184 Hours
20,801 hrs and thereafter	.1076	224 Hours	224 Hours

17.2 PTO Carry Over.

Employees may carry over a PTO balance on the anniversary of their hire date according to the schedule below. PTO hours in excess of available carry over amounts will be forfeited.

Hours of Continuous Employment	Accrual Rate Per Hour	Maximum PTO Accrual Per Year	Maximum Balance at Hire Date Anniversary
0 hrs through 2,080 hrs	.050	104 Hours	104 Hours
2,081 hrs through 8,320 hrs	.0692	144 Hours	144 Hours
8,321 hrs through 20,800 hrs	.0884	184 Hours	184 Hours
20,801 hrs and thereafter	.1076	224 Hours	224 Hours

17.3 Scheduled/Unscheduled PTO.

The PTO program includes both scheduled time off (SPTO) and unscheduled time off (UPTO) and will be recorded as such.

17.4 PTO Use Prior to Leave of Absence.

Prior to accessing the Medical Leave Bank (MLB) for an extended absence due to serious illness, disability, or injury, an employee must use twenty-four (24) hours of PTO.

17.5 Illness during SPTO.

A serious illness, disability, or injury occurring during SPTO may be considered as meeting the qualifying PTO period in Article 17, Section .4 if the employee provides certification from a health care provider.

17.6 PTO While on a Leave of Absence.

Employees on a leave of absence may use PTO. Employees on an unpaid leave of absence will not accrue PTO.

17.7 Request for SPTO.

Requests for SPTO must be made in accordance with department/unit guidelines.

17.8 PTO Pay Rate.

PTO hours are paid at the employee's base rate of pay. Notwithstanding the foregoing, if

an employee's posted position is straight evenings or nights, the applicable shift differential shall also be included; and if an employee receives certification pay, that pay shall also be included.

17.9 Overtime Calculation.

Only SPTO shall be considered hours worked for purposes of overtime. UPTO shall not be considered.

17.10 Cash Out of PTO.

In the event of a resignation with at least four (4) weeks' advance notice, an approved request to go on call with at least four (4) weeks' advance notice, a voluntary status change from a benefit eligible position to a casual position with at least four (4) weeks' advance notice, or a layoff, employees shall be paid earned PTO hours.

An employee who gives insufficient advance notice of resignation, of a desire to go on call, or a status change from a benefit eligible position shall not be paid earned PTO hours. An employee who is discharged from employment shall not be paid earned PTO hours. An employee who does not complete at least one (1) year of continuous service in a benefit eligible position also shall not be paid earned PTO hours.

17.11 Payout of PTO.

On one (1) occasion during the payroll year, an employee may request a PTO payout. The maximum amount of the payout cannot exceed forty (40) hours of then accrued PTO, and the payout cannot reduce the employee's total number of accrued PTO hours to less than eighty (80) hours. The request must be in writing and must be forwarded to the Payroll Department at least two (2) weeks in advance of the payout pay day.

The PTO hours shall be paid at the employee's base rate of pay, including certification pay, shall be subject to usual payroll deductions and withholdings, and shall be deducted from the employee's total number of accrued PTO hours.

Article 18 -- Medical Leave Bank (MLB)

Eligible employees may accumulate hours in an MLB that can be accessed when employees are unable to work for an extended period of time due to serious illness, disability, or injury. To be eligible for MLB, an employee must be assigned a position of .5 (forty (40) hours per pay period) or more.

An employee may also use MLB for extended absences due to the serious illness, disability, or injury of the employee's child. To be eligible for MLB in such a circumstance, an employee must work an average of one-half (1/2) the full-time equivalent for twelve (12) consecutive months. For this purpose, child is defined as an individual under 18 years of age or under age 20 and still attending secondary school.

18.1 Accessing MLB.

Prior to accessing MLB hours for an extended absence due to a serious illness, disability, or injury, an employee must use twenty-four (24) hours of PTO.

Employees must provide medical documentation to access MLB. Employees returning from an MLB absence must provide written certification from their health care provider of their ability to return to work prior to returning.

18.2 Successive/Intermittent Absences.

An employee does not need to meet the qualifying PTO period in Article 18, Section .1 again if the episodes are successive or intermittent.

Successive: The MLB absence must be due to the same or a related cause and separated by less than three (3) days of active work at the employee's normal shift length. To qualify for this use, the employee must provide written certification from their health care provider.

Intermittent: The MLB absence must be caused by the same diagnosis, and require intermittent absences. To qualify for this use, the employee must provide written certification from their health care provider.

18.3 MLB Accrual Rate.

MLB hours will accrue at the rate of one (1) hour for every 37.1 eligible hours, to a maximum accrual of 576 MLB hours. MLB will not accrue for any pay period in which an employee does not have at least forty (40) hours of benefit eligible time. MLB will not accrue on more than 2,080 hours of work per year.

18.4 MLB Pay Rate.

MLB pay will be calculated based on an employee's base rate of pay, including certification pay. MLB will be paid based upon the employee's typical number of hours worked and must be used on a continuous basis. MLB will not be calculated based upon premium pay, such as lead pay and preceptor pay. Shift differential will not be paid on MLB hours. MLB hours shall not be considered hours worked for purposes of overtime.

18.5 Voluntary Status Change to Non-Benefit Eligible.

If an employee voluntarily changes status from a benefit eligible position to a casual position with at least four (4) weeks' advance notice, the employee's MLB will be frozen. The employee will no longer earn MLB hours and will no longer be eligible to use MLB hours. Any unused MLB hours will be restored should the employee again become benefit eligible.

18.6 Cash Out of MLB.

MLB will not be paid out in any circumstance.

18.7 Workers' Compensation and MLB.

When an employee is receiving workers' compensation benefits, any accrued MLB shall be used to cover the difference between the benefits and the employee's average hours per pay period. In no event shall an employee receiving workers' compensation benefits receive payment in excess of the employee's average hours in any pay period.

Article 19 -- Leaves of Absence

19.1 Medical Leave.

A. In case of accident, injury, or sickness which renders an employee, who has completed their probationary period, medically unable to work, an unpaid leave of absence shall be granted for the period of time that the employee is judged medically unable to work. Such leave shall not extend for more than six (6) months from the first day of leave. Such leave shall run concurrently with leave under the Family and Medical Leave Act. Upon request by the Employer, the employee shall provide periodic medical documentation to support the commencement and continuation of the leave, and for the employee's fitness to return from leave. The Employer may require a second medical opinion by the health care provider of its choice and at its own expense. If the first and second medical opinions differ, the Employer may require the binding opinion of a third health care provider, approved jointly by the Employer and the Employee, and at the Employer's expense.

B. Employees returning from an approved medical leave of absence within six (6) months shall be returned to their previous position. Unless the Employer and the employee mutually agree otherwise, the employee will be returned to work on the next work schedule to be posted subsequent to the employee's request to return to work consistent with their medical release to return to work. The employee shall be returned to their previous hours as soon as practicable. With respect to employees returning after six (6) months, the Employer will attempt to return the employee to their previous position and hours or to the first available open position, provided that the employee is qualified for such open position.

C. The employee shall advise the Human Resources Department of their intent to return to work at least two (2) weeks in advance.

D. The employee's group insurance and other benefits will be discontinued as legally permitted during any unpaid leave, subject to the employee's right to continue certain benefits at their expense pursuant to COBRA.

E. The Employer shall not permanently fill an employee's position during an approved medical leave of absence. The employee may not accept and/or fill another position during such leave.

19.2 Pregnancy and Parenting Leave.

An unpaid leave of absence shall be granted under the Family and Medical Leave Act and/or the Pregnancy and Parenting Leave Law.

19.3 Jury and Witness Duty Leave.

An employee summoned to serve on jury duty shall provide a copy of the summons to the Human Resources Department as soon as possible. The employee shall be excused from work and granted leave. The Employer shall pay the difference between the wages the Employee would have earned in straight-time pay on scheduled work days and the jury pay. The employee shall report to work whenever there is a significant break in jury duty that is concurrent with the employee's work schedule.

An employee who appears in court at the request of the Employer in circumstances arising out of and in the course of employment with the Employer shall receive the employee's regular rate of pay for all hours related to the court appearance. If an employee needs time off from work to appear in court for other reasons, such time shall be unpaid. In any case, the employee shall give the Employer as much advance notice as possible of the need for time off.

19.4 Bereavement Leave.

After completing the probationary period, all employees shall be entitled to up to three (3) days paid leave when it is necessary to be absent on scheduled work days for a death or to arrange for, travel to, or attend the funeral or memorial service of the employee's immediate family member. For purposes of this Article 19, "immediate family member" means the employee's legal spouse, parent, parent-in-law, child, sibling, grandparent, or grandchild. Employees must limit their time away from work to those days that are reasonably necessary under the circumstances. Additional leave or leave for an individual who is not an immediate family member may be granted without pay on a case-by-case basis by the Human Resources Department. Requests for such leave shall not be unreasonably denied.

19.5 Other Leaves of Absence.

The Employer shall provide paid and unpaid leaves of absence as required by law, including but not limited to Military Leave, Voting and Election Judge Leave, Civil Air Patrol Service Leave, Bone Marrow Donation Leave, Sick or Injured Relative Leave, School Conferences and Activities Leave, Victim and Witness Leave, Family and Medical Leave, and Pregnancy and Parenting Leave.

Unpaid leaves of absence for other purposes may be granted in the discretion of the Employer. Requests must be submitted to the Human Resources Department in writing.

19.6 Seniority.

Seniority shall accrue during leaves of absence of ninety (90) calendar days or less, but not thereafter.

19.7 Temporary Replacements.

The Employer may replace any employee who is on a leave of absence on a temporary basis. The Employer shall have the right to select the employee who will replace the employee on leave.

Article 20 -- Health Insurance

During the term of this Agreement, the Employer will make available health care coverage for all regular full-time and part-time employees. The Employer shall have the right to make an independent selection of the vendor and administrator in providing health care coverage.

Employees must satisfy all eligibility requirements for coverage. For new employees, coverage shall be effective in the first full month after sixty (60) days of employment.

For single coverage, the Employer shall pay eighty-five percent (85%) of the premium, and the employee shall pay fifteen percent (15%) of the premium. For family coverage, the Employer shall pay seventy-five percent (75%) of the premium, and the employee shall pay twenty-five percent (25%) of the premium.

The Employer agrees to notify the Union prior to a change in the plan. Should the Employer choose to eliminate a plan, before doing so, the Employer agrees to meet with the Union to negotiate the effects of any such elimination. The Employer will not make any changes with respect to the traditional/open access plan that would diminish overall benefits for employees without first meeting and negotiating with the Union.

Article 21 -- Dental Insurance

During the term of this Agreement, the Employer will make available dental care coverage for all regular full-time and part-time employees. The Employer shall have the right to make an independent selection of the vendor and administrator in providing dental care coverage.

In order to participate in such plan, employees must satisfy all eligibility requirements.

For single coverage, the employee shall pay five dollars (\$5.00) per month toward the cost of such coverage. For family coverage, the employee shall pay the difference between the single Employer premium and the total premium for family coverage.

The Employer agrees to notify the Union prior to a change in the plan. Should the Employer choose to eliminate the plan, before doing so, the Employer agrees to meet with the Union to negotiate the effects of any such elimination.

Article 22 -- Life Insurance

During the term of this Agreement, the Employer will make available life insurance

coverage for all regular full-time and part-time employees. The Employer shall have the right to make an independent selection of the vendor and administrator in providing life insurance coverage.

In order to participate in such coverage, employees must satisfy all eligibility requirements. For new employees, coverage shall be effective the first day of the month following ninety (90) days of employment. Eligible employees have the right to designate one (1) or more beneficiaries.

For eligible employees, the Employer will pay one hundred percent (100%) of the cost of coverage in the amount of one (1) times their annual salary.

The Employer agrees to notify the Union prior to a change in the plan. Should the Employer choose to eliminate the plan, before doing so, the Employer agrees to meet with the Union to negotiate the effects of any such elimination.

Article 23 -- Long-Term Disability Insurance

During the term of this Agreement, the Employer will make available long-term disability insurance coverage for all regular full-time and part-time employees. The Employer shall have the right to make an independent selection of the vendor and administrator in providing long-term disability insurance coverage.

In order to participate in such plan, employees must satisfy all eligibility requirements. The plan shall provide benefits when an employee is disabled due to accidental bodily injury, sickness, or pregnancy. The benefits provided shall be sixty-six and two-thirds percent (66 2/3%) of the employee's monthly earnings, to a maximum benefit of Two Thousand and no/100th Dollars (\$2,000.00) per month. An employee may be entitled to other payments due to the type of disability. A ninety (90) day qualifying period shall apply.

The Employer will pay 100% of the cost of the coverage.

The Employer agrees to notify the Union prior to a change in the plan. Should the Employer choose to eliminate the plan, before doing so, the Employer agrees to meet with the Union to negotiate the effects of any such elimination.

Article 24 -- Section 125 Plan

During the term of this Agreement, employees covered by this Agreement shall be given the same opportunity to participate in the Section 125 Plan as employees not covered by this Agreement. In order to participate in such plan, employees must satisfy all eligibility requirements.

The Employer agrees to notify the Union prior to a change in the plan. Should the Employer choose to eliminate the plan, before doing so, the Employer agrees to meet with the Union to negotiate the effects of any such elimination.

Article 25 -- 403(b) Plan and Defined Benefit Plan

During the term of this Agreement, newly hired employees will be automatically enrolled with a three percent (3%) employee contribution in the Range Regional Health Services 403(b) Plan. Employees can change or opt out of this automatic contribution at any time. All other employees are eligible to contribute to the Plan if they so choose. Any employee contributions will be 100% vested.

Eligible employees will receive a three percent (3%) non-elective Employer contribution to the Range Regional Health Services 403(b) Plan. The Employer contribution will be based on the employee's gross wages and will follow a six (6) year graded vesting schedule. The Employer will also match fifty percent (50%) of an eligible employee's contribution, up to a maximum Employer contribution of two percent (2%). Employees must also satisfy annual eligibility requirements in order to continue to receive the Employer contribution.

Employees hired on or before December 31, 2004 are eligible to participate in the Range Regional Health Services Defined Benefit Plan. Employees hired after December 31, 2004 will not be eligible.

The Employer agrees to notify the Union prior to a change in the Plan. Should the Employer choose to eliminate a Plan, before doing so, the Employer agrees to meet with the Union to negotiate the effects of any such elimination.

Article 26 -- Eligibility for Benefits

For purposes of employee benefits, eligible employees are regular full-time and part-time employees who are covered by this Agreement and who are permanently scheduled to work at least forty (40) hours per pay period.

Article 27 -- Wages

The starting wages and the wage increases for the classifications covered by this Agreement are set forth in APPENDIX A and made a part of this Agreement.

If the Employer creates a new job classification within the bargaining unit, the Employer may initially set the wage but, at the request of the Union, shall meet and negotiate over the wage for such classification.

Article 28 -- Overtime

Non-exempt employees shall be paid one and one-half (1½) times their regular rate of pay for all overtime worked in accordance with Article 28 and the Fair Labor Standards Act.

Article 29 -- Shift and Weekend Differentials

Employees who work a shift that begins at 10:00 a.m. or later and ends after 7:00 p.m., and

employees who work a split shift, shall receive shift differential for eligible hours.

Employees shall receive a shift differential of One and no/100th Dollars (\$1.00) per hour for all hours worked between 3:00 p.m. and 11:00 p.m. Employees shall receive a shift differential of One and 50/100ths Dollars (\$1.50) per hour for all hours worked between 11:00 p.m. and 7:30 a.m. Any extension of a scheduled shift for any reason beyond 7:30 a.m. will not qualify for shift differential pay.

For employees whose job posting is a straight evening or straight night shift, shift differential shall be included in PTO pay and holiday pay.

Employees who work a weekend shift shall receive a weekend differential for eligible hours. Employees shall receive a weekend differential of Fifty Cents (\$0.50) per hour for all hours worked between 11:00 p.m. on Friday and 11:30 p.m. on Sunday.

Article 30 -- Certification Pay

Employees who have two (2) or more professional certifications recognized by the Employer that are directly related to the work they are currently performing for the Employer shall be paid an additional One and no/100th Dollars (\$1.00) per hour. Recognized certifications include:

ARRT credentials, including but not limited to:

Bone Densitometry; Breast Sonography; Cardiac Interventional Radiography; Cardiovascular Interventional Radiography; Computed Tomography; Magnetic Resonance Imaging; Mammography; Nuclear Medicine Technology; Quality Management; Radiation Therapy; Radiography; Sonography; Vascular Interventional Radiography; and Vascular Sonography.

ARDMS credentials, including but not limited to:

Abdomen Examination; Breast Examination; Fetal Echocardiography Examination; Obstetrics & Gynecology Examination; Pediatric Sonography Examination; Adult Echocardiography Examination; Fetal Echocardiography Examination; Pediatric Echocardiography Examination; Vascular Technology Examination; and Musculoskeletal Sonographer Examination.

NMTCB credentials, including CT certification.

Article 31 -- Call Pay and Call-In Pay

31.1 Call Pay, Laboratory.

Employees required to remain on call to perform Breath Alcohol Testing shall be paid Twenty-five and no/100th Dollars (\$25.00) per call shift. Each time an employee is called in to work, the employee shall be paid an additional Twenty-five and no/100th Dollars (\$25.00).

Employees who are on call shall be able to use an Employer-issued cellular phone, which shall be returned at the end of the call shift.

31.2 Call Pay, Diagnostic Imaging.

Employees required to remain on call shall be paid Seven and no/100th Dollars (\$7.00) per hour for all on call hours. An employee who is called in to work shall be guaranteed a minimum of two (2) hours at one and one-half (1½) times their regular rate of pay. Any hours worked that would qualify for a shift differential under Article 29 shall be paid the appropriate differential, but shall not qualify for any other premium.

Employees who are on ultrasound call must be within a thirty (30) minute radius of the Hospital. Employees who are on x-ray or CT call must be within a sixty (60) minute radius of the Hospital. However, if the Hospital goes on divert two (2) times within a twelve (12) month period due to inadequate x-ray and/or CT coverage, the call radius shall immediately be reduced to thirty (30) minutes.

Employees who are on call shall be able to use an Employer-issued cellular phone, which shall be returned at the end of the call shift.

31.3 Call-In Pay.

Employees in any Department who are not scheduled to work or be on call but who are called in to work shall be guaranteed a minimum of two (2) hours of straight time. An employee who is called in and works more than two (2) hours will be paid at straight time or overtime, as appropriate.

This provision shall apply to Radiation Therapy and other Departments, as appropriate.

Article 32 -- Lead Pay

The Employer shall have the right, but not the obligation, to designate one (1) or more employees as a Lead. The Employer shall also have the right, but not the obligation, to undesignate any employee previously designated as a Lead. For all hours worked as a designated Lead, the employee shall be paid an additional One and 50/100th Dollars (\$1.50) per hour.

Article 33 -- Preceptor Pay

The Employer shall have the right, but not the obligation, to designate one (1) or more employees as a Preceptor. The Employer shall also have the right, but not the obligation, to undesignate any employee previously designated as a Preceptor. For all hours worked as a designated Preceptor actively precepting new employees, the employee shall be paid an additional One and no/100th Dollars (\$1.00) per hour.

Article 34 -- Tuition Reimbursement

The Employer shall provide tuition reimbursement to employees in accordance with the Employer's written guidelines, as amended from time to time. Such reimbursement shall, at a

minimum, be for fifty percent (50%) of the cost of tuition, required fees, and required books, up to a maximum amount of Two Thousand and no/100th Dollars (\$2,000.00) per calendar year. If the employee does not work at least 2080 hours in a benefit-eligible position after the last class end date, the employee shall be responsible for repayment in accordance with the guidelines.

The Employer shall provide reimbursement for the training materials and the examination fee for any certification or registry listed in Article 30. Such reimbursement shall not apply to continuing education expenses. If the employee does not work at least 2080 hours in a benefit-eligible position after the examination date, the employee shall be responsible for repayment in accordance with the tuition reimbursement guidelines.

The Employer may approve or deny an employee's request for tuition reimbursement in its sole discretion. The Employer's decision shall not be subject to the grievance and arbitration procedure of this Agreement and shall not be considered a breach of this Agreement. No claim shall be made for tuition reimbursement unless the Employer has, prior to the commencement of the program, course, or class, agreed to such reimbursement in writing.

Article 35 -- Credit for Experience

35.1 Credit for Experience.

For purposes of establishing a wage for a newly hired employee, the Employer may give credit for relevant prior experience. The Employer may require verification of experience from previous employment and may specify what information is needed. Upon request, the Union will be provided a copy of the experience verification.

35.2 Request for Credit.

An employee must submit a request for credit for experience within sixty (60) days of hire or, in the case of a transfer, within sixty (60) days of the transfer. Such request shall be submitted to the Human Resources Department in writing.

35.3 Application of Credit.

The credit shall be applied upon completion of the initial probationary period (or extended probationary period, if applicable) and shall be retroactive to the employee's first day of employment in the position. The employee will be placed on the pay step for the appropriate job classification, as identified on APPENDIX A.

35.4 Transfer to Different Job Classification.

If an employee transfers to a different job classification and the Employer determines the credit is not relevant for that position, the credit shall be lost, effective on the date of the transfer. If an employee transfers to a different job classification and the Employer determines the employee has relevant experience for that classification that was not previously considered, credit may be given, effective on the date of the transfer. If there is disagreement between the employee and the

Employer, such dispute shall be subject to the grievance and arbitration procedure in Article 42 of this Agreement.

Article 36 -- Absenteeism

Absenteeism shall result in discipline, up to and including discharge.

Absenteeism is defined as:

- (1) Unscheduled PTO (“UPTO”), unplanned and unscheduled time away from work for reasons such as illness, injury, or a family emergency, that is paid as PTO;
- (2) Non-Paid Personal Time (“NPPER”), time off for personal reasons that is not paid as PTO due to an inadequate PTO balance;
- (3) Non-Paid Sick Allowance (“NPSA”), time off for illness or injury that is not paid as PTO due to an inadequate PTO balance; and
- (4) Tardiness, clocking in after the scheduled start time for a shift.

Unacceptable absenteeism is defined as:

- (1) Greater than three percent (3%) UPTO;
- (2) Any use of NPPT;
- (3) Any use of NPSA; and
- (4) A pattern of tardiness.

Absenteeism is tracked on a rolling calendar year basis. Four (4) instances of unacceptable absenteeism in a rolling calendar year shall constitute serious misconduct under Article 41 and shall result in discharge from employment.

Article 37 -- Resignations

An employee voluntarily terminating employment shall give the Employer at least four (4) weeks’ advance notice of such termination. Failure to do so shall result in forfeiture of pay for accrued but unused paid time off and forfeiture of the opportunity to be rehired. No paid time off may be taken during the notice period without the approval of the Employer.

Article 38 -- No Call, No Show

If an employee fails to report for work for two (2) shifts during any twelve (12) month period without notifying the Employer, the employee shall be deemed to have voluntarily resigned. However, if within one (1) week of any such absence the employee provides proof that the absence and the inability to notify the Employer were caused by an act of God, this Article shall not apply. This Article shall not be construed as permitting any unauthorized absences or tardiness.

Article 39 -- Drug and Alcohol Policy and Testing

No employee shall use, sell, solicit, possess (unless job-related), or transfer drugs or alcohol

while working or while on any Employer premises (including parking lots) or Employer work sites, wherever located. Notwithstanding the foregoing, an employee may possess a sealed container of alcohol in that employee's personal motor vehicle, even if the vehicle is on the Employer's premises. No employee shall report to or be at work under the influence of drugs or alcohol, wherever such work is being performed, including off Employer property. No employee shall operate any Employer vehicle, machinery, equipment, or property at any time, or any private vehicle while used in furtherance of the Employer's business, while using or under the influence of drugs or alcohol.

The Employer may conduct drug and alcohol testing of employees in accordance with its written policy and the provisions of the Minnesota Drug and Alcohol Testing in the Workplace Act.

Article 40 -- Handgun and Firearm Policy

No employee shall use or possess a handgun or firearm while on duty, while on Employer property, or while in an Employer vehicle. An employee may possess a handgun or firearm in Employer parking facilities and areas, but only to the extent allowed by the Minnesota Citizen's Personal Protection Act of 2003.

Article 41 -- Discipline, Suspension, and Discharge

The Employer generally shall not discipline, suspend, or discharge an employee without just cause and unless progressive discipline steps have been followed. The steps are a first written warning, a second written warning, suspension of up to three (3) days, and discharge. The Employer may bypass one or more steps of progressive discipline in cases of serious misconduct, including, but not limited to, violation of HIPAA, sexual harassment, violation of the drug and alcohol policy, violation of the handgun and firearm policy, theft, assault, falsification of any medical or business record, and restriction, suspension, or revocation of any job-related license, certification, or registration.

After two (2) years from the date of the discipline, the Employer shall not consider a first written warning given for the same reason for purposes of progressive discipline. After three (3) years from the date of the discipline, the Employer shall not consider a second written warning given for the same reason for purposes of progressive discipline.

Article 42 -- Grievances and Arbitration

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

Step One: The employee, either individually or with a Union representative, shall discuss the matter with the employee's immediate supervisor. If no settlement is reached the Union may,

within ten (10) calendar days after receipt of the supervisor's verbal or written answer, appeal to Step Two.

Step Two: The grievance shall be reduced to writing by the Union on an official grievance form and filed with the Human Resources Director or his or her authorized representative, who shall then have ten (10) calendar days after receipt of the grievance to give a written answer. If no settlement is reached the Union may, within ten (10) calendar days after receipt of the answer, appeal the matter to Step Three.

Step Three: If the Union appeals to Step Three, the parties shall participate in nonbinding grievance mediation. The Union shall petition the Federal Mediation and Conciliation Service for appointment of a grievance mediator. The mediation shall be initiated within sixty (60) calendar days after the Union's receipt of the Step Two answer.

Step Four: If Steps One, Two, and Three fail to settle the grievance, the Union may submit the grievance to an arbitrator for resolution. The Union shall request from the Federal Mediation and Conciliation Service a list of the names of seven (7) potential arbitrators. The arbitrator shall be selected by the Employer and the Union alternately striking names from the list until only one (1) name remains. The order of striking shall be determined by the flip of a coin. The arbitrator's fees and expenses and the cost of any hearing room jointly selected shall be shared equally by the parties. For discharge cases, the arbitration hearing shall be conducted within four (4) months after the conclusion of Step Three mediation. For other kinds of cases, the deadline shall be seven (7) months. The arbitrator's decision shall be rendered within sixty (60) calendar days after the arbitration hearing, or within sixty (60) calendar days after the arbitrator's receipt of any post-hearing briefs, whichever is later. The award of the arbitrator shall be final and binding upon the Employer, the Union, the grievant, and all other employees. The arbitrator shall have jurisdiction only over grievances or disputes which may arise between the parties concerning the application or interpretation of this Agreement. All arbitration decisions shall be rendered only in accordance with the language of this Agreement and any written interpretations of this Agreement signed by the parties. The arbitrator shall have no power to add to, subtract from, or modify in any way any of the provisions of this Agreement.

No written Step Two grievance, other than wage claims, shall be filed or processed if based on an event occurring more than twenty (20) calendar days before the written Step Two grievance was filed. A written Step Two grievance based on a wage claim must be filed within twenty (20) calendar days after the applicable pay day. A grievance shall be considered resolved on the basis of the last answer of the Employer if not timely appealed to the next step or if the sixty (60) calendar day, four (4) month, or seven (7) month mediation or arbitration deadline is not met, as the case may be. Deadlines in this grievance and arbitration Article may be extended only by written agreement of the parties. An oral agreement to extend a deadline promptly followed by a confirming letter, fax, or email from one party to the other shall suffice.

Article 43 - Labor Management Relations Committee

43.1 Establishment of the Committee. The Employer and the Union agree to the establishment of a Labor-Management Relations Committee which shall be utilized to

communicate between the parties on a regular basis. The Committee may discuss employment problems encountered by the employees, questions over the administration of this Agreement, and general activities which shall enhance the Employer's mission of providing quality health care to the community. The Committee shall have no power to add to, change, or delete from this Agreement.

43.2 Composition. The Committee shall be composed of four (4) members appointed by the Employer and three (3) members of the bargaining unit, in addition to a representative of the Union. The bargaining unit members shall include one (1) representative or alternate from each Department. Members shall serve until appointment of their replacement.

43.3 Meetings. The Committee shall meet quarterly, or more frequently upon the mutual agreement of the parties. The time and place for these meetings shall be mutually decided, and such meetings shall be posted on the official bulletin board. Meetings may be requested in writing by either party. For any meeting, each party shall provide the other party with an agenda forty-eight (48) hours prior to said meeting. The meetings shall be conducted with professional decorum, and either party shall have the right to adjourn a meeting in the event of uncivil behavior.

43.4 Release Time. Labor-Management Relations Committee members scheduled to work during such meetings shall be released from work without loss of pay.

Article 44 -- Employer-Union Cooperation

44.1 Union Stewards.

The Union will have the right to appoint up to two (2) stewards. In no instance shall the stewards be discriminated against for discharging Union duties, provided such duties do not interfere with the regular performance of work for the Employer or in any way interfere with the operation of the facility. The stewards may only perform Union duties during work time with the approval of their manager. With the exception of any time related in any way to arbitration proceedings, such approved time shall be without loss of pay.

44.2 Union Visitation.

The duly authorized representative of the Union shall be permitted access to the facility at reasonable times, provided the conduct of the representative does not interfere with the operation of the facility; and provided that meetings with employees (other than meetings related to discipline) occur outside of the employee's scheduled work time. Whenever possible, the Union representative will provide the Human Resources Director or Generalist with advance notice of any such visit, indicating the purpose of the visit and identifying any areas the representative desires to visit. If advance notice is not possible, the Union representative will check in with the Human Resources Director upon arrival at the facility.

All activities by the Union representative shall be conducted so as not to interfere with patients, employees, or visitors.

44.3 Union Business.

An employee who is elected as an officer and/or delegate to the Union's state or national convention shall be permitted to take time off to attend convention sessions so long as the employee requests the time off before the schedule is generated and such request will not result in a hardship for the Department. Employees may use PTO or take unpaid time.

44.4 Union Political Fund.

The Employer shall provide a payroll deduction option for employees for the Union political fund known as "People." Employees must submit a written payroll deduction authorization.

The Union shall defend and indemnify the Employer and hold it harmless against any and all suits, claims, demands, and liabilities that arise out of or by reason of any action taken by the Employer for purposes of complying with this Article, or in reliance on any lists, notices, or authorizations that were furnished to the Employer by an employee or by the Union.

44.5 New Employee Welcome Packet.

The Employer agrees to present a Union packet to new hires in the bargaining unit. The Union shall provide such packets to the Employer for distribution. The contents of such packets are subject to the mutual agreement of the parties.

44.6 Union Bulletin Board.

The Employer shall provide a bulletin board for posting notices or other written materials related to Union business. The Union shall promptly remove any materials that are outdated, that are detrimental to the Employer or the Union, or that relate to any political campaign. The Employer may remove Union materials that are posted in other areas of the facility.

Article 45 -- Miscellaneous

45.1 Safety and Health.

The Employer shall maintain policies and procedures to protect the safety and health of employees in accordance with State and Federal laws and regulations. When the Employer requires employees to submit to medical tests, such tests shall be at the expense of the Employer.

45.2 Breakage.

The Employer will not charge employees for unintentional breakage. An employee who intentionally breaks Employer equipment or intentionally damages Employer property shall be subject to discipline under Article 41 of this Agreement. Breakage must be promptly reported to a manager.

45.3 Uniforms.

If the Employer requires that employees wear lab coats, such coats shall be provided and laundered by the Employer. The Employer shall also pay for required PPE.

45.4 Mileage.

If an employee uses a personal vehicle in the performance of work for the Employer, the Employer shall pay for compensable travel time as required by law and shall pay for mileage at the current IRS rate.

45.5 Personnel Files.

An employee may access the employee's personnel file, including disciplinary records, evaluation reports, and attendance records, as provided by the Minnesota Personnel Records Statute.

Article 46 -- Zipper Clause

Nothing contained herein shall prohibit the Employer and the Union during the term of this Agreement from discussing any matter by mutual agreement, provided however, that any such discussions shall in no way obligate the Employer to negotiate such matter, or any other, and shall not restrict or prevent the Employer from proceeding as it deems appropriate.

Article 47 -- Conflict with Law

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

Article 48 -- Notices

Any written notice required or permitted under this Agreement to be given by one party to the other may be given by first class, certified, or registered U. S. Mail, personal delivery, fax, or email.

Article 49 -- Proposals

No proposal made and then modified or withdrawn by a party during the negotiations for this Agreement or for any prior agreement may be cited by either party in any grievance, arbitration, or litigation related to this Agreement or to any prior agreement.


Article 50 -- Term


This Agreement shall be in effect from March 1, 2021, to February 29, 2024, and shall automatically renew from year to year thereafter unless either party gives written notice to the



other of the proposed termination or modification of this Agreement at least ninety (90) calendar days prior to the expiration date, or prior to the end of any renewal period, as the case may be. If such notice is given the parties shall engage in collective bargaining with respect to a new collective bargaining agreement.

RANGE REGIONAL HEALTH SERVICES
A Minnesota Nonprofit Corporation
Hibbing, Minnesota

AMERICAN FEDERATION OF
COUNTY, STATE AND MUNICIPAL
EMPLOYEES, AFL-CIO

By: 
Jean MacDonell
President and Chief Executive Officer

By: 
Thomas Whiteside
Staff Representative

By: 
Lynn Hachey
Director of Human Resources

VIP Operations

By: _____

APPENDIX A

Wages

See attached wage grid.

*The Senior Diagnostic Imaging Tech job classification includes the following job classifications: CT/Imaging Tech; Diagnostic Imaging Lead – Student Program Advisor; Interventional Imaging Tech; Interventional Radiology Lead Tech (Special Procedures); Lead CT Tech; Lead Mammo Tech; and Senior Diagnostic Imaging/CT Tech.

All bargaining unit employees employed on the ratification date of this Agreement shall receive a two and one-half percent (2.5%) wage increase or the new starting wage, whichever is greater, effective March 1, 2021.

All bargaining unit employees employed as of March 1, 2022 shall receive a two percent (2.0%) wage increase effective at the beginning of the payroll period which includes that date.

All bargaining unit employees employed as of March 1, 2023 shall receive a two percent (2.0%) wage increase effective at the beginning of the payroll period which includes that date.

Notes

- An employee who is between steps on the wage grid will receive the across-the-board increase in any year the employee is between steps.
- The Employer will review and update placement on the wage grid, as appropriate, based on hours as of January 30, 2022.
- The 2021 wage increase will be effective March 1, 2021, for any bargaining unit employee who is employed on the ratification date (March 1, 2021 – January 30, 2022).
- A new hire with the same or less experience than a current employee will not be paid a higher wage than that employee.

Category	New Contract:						Job Title
	0	2080	6240	10400	14560	20800	
1	19.92	20.42	21.41	23.41	24.90	25.90	27.89 Medical Lab Technician
2	20.71	21.23	22.26	24.33	25.89	26.92	28.99 Senior Medical Lab Technician
3	24.03	24.63	25.83	28.24	30.04	31.24	33.64 DI Technician
4	26.93	27.60	28.95	30.30	31.64	33.01	37.70 Senior DI Technician
5	29.12	29.85	31.30	32.76	34.22	37.86	40.77 Radiation Therapist, MRI Technician,
6	30.17	30.92	32.43	33.94	35.45	39.22	42.24 Nuclear Medicine Technician, Ultrasound Technician

Percent Increase: 1.0250

Category	New Contract:						Job Title
	0	2080	6240	10400	14560	20800	
1	20.42	20.93	21.95	22.97	24.00	25.52	28.59 Medical Lab Technician
2	21.23	21.76	22.82	24.94	26.54	27.59	29.71 Senior Medical Lab Technician
3	24.63	25.25	26.48	27.71	28.95	30.79	34.48 DI Technician
4	27.60	28.29	29.67	31.06	32.43	34.50	38.64 Senior DI Technician
5	29.85	30.60	32.08	33.58	35.08	37.31	41.79 Radiation Therapist, MRI Technician,
6	30.92	31.69	33.24	34.79	36.34	40.20	43.30 Nuclear Medicine Technician, Ultrasound Technician

Percent Increase: 1.0200

Category	New Contract:						Job Title
	0	2080	6240	10400	14560	20800	
1	20.83	21.35	22.39	23.43	24.48	26.03	29.16 Medical Lab Technician
2	21.65	22.20	23.28	24.36	25.44	27.07	30.30 Senior Medical Lab Technician
3	25.12	25.76	27.01	28.26	29.53	31.41	35.17 DI Technician
4	28.15	28.86	30.26	31.68	33.08	35.19	39.41 Senior DI Technician
5	30.45	31.21	32.72	34.25	35.78	38.06	42.63 Radiation Therapist, MRI Technician,
6	31.54	32.32	33.90	35.49	37.07	39.42	44.17 Nuclear Medicine Technician, Ultrasound Technician

Percent Increase: 1.0200

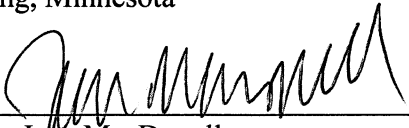
Category	New Contract:						Job Title
	0	2080	6240	10400	14560	20800	
1	21.25	21.78	22.84	23.90	24.97	26.55	29.74 Medical Lab Technician
2	22.08	22.64	23.75	24.85	25.95	27.61	30.91 Senior Medical Lab Technician
3	25.62	26.28	27.55	28.83	30.12	32.04	35.87 DI Technician
4	28.71	29.44	30.87	32.31	33.74	35.89	40.20 Senior DI Technician
5	31.06	31.83	33.37	34.94	36.50	38.82	43.48 Radiation Therapist, MRI Technician,
6	32.17	32.97	34.58	36.20	37.81	40.21	45.05 Nuclear Medicine Technician, Ultrasound Technician


MEMORANDUM OF UNDERSTANDING
Re: Wage Adjustment

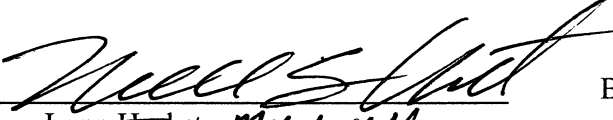
During the course of negotiations for the 2021-2024 Collective Bargaining Agreement, the parties agreed that, during the term of the Agreement, the Employer shall have the right to make market adjustments to any job classification. The Employer shall notify the Union prior to making such an adjustment. Such an adjustment shall not result in a reduction in wages.

RANGE REGIONAL HEALTH SERVICES
A Minnesota Nonprofit Corporation
Hibbing, Minnesota

AMERICAN FEDERATION OF
COUNTY, STATE AND MUNICIPAL
EMPLOYEES, AFL-CIO

By: 
Jean MacDonell
President and Chief Executive Officer

By: 
Thomas Whiteside
Staff Representative

By: 
~~Lynn Hachey~~ *Mitchell Vincent*
Director of Human Resources
VP Operations

By: _____

MEMORANDUM OF UNDERSTANDING

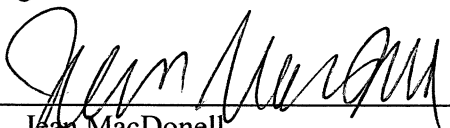
Re: Cross-Training

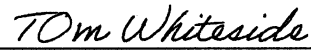
During negotiations for the 2021-2024 Collective Bargaining Agreement, the parties reached the following agreement regarding cross-training current employees:

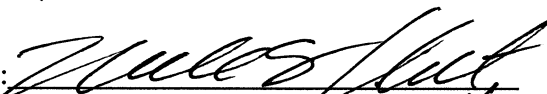

- Upon the ratification of the Agreement, current employees will be asked to volunteer for cross-training.
- Any current employee with CT experience with Employer or elsewhere within the past three (3) years will be given refresher training and, when the Employer, with input from the Lead and the employee, determines the employee is competent, the employee will be scheduled in CT.
- Any current employee who was hired after August 17, 2018, will be trained on CT and, when the Employer, with input from the Lead and the employee, determines the employee is competent, the employee will be scheduled in CT.
- Any current employee who is competent in CT will maintain their competency and be scheduled in CT.

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Director of Human Resources
VP Operations

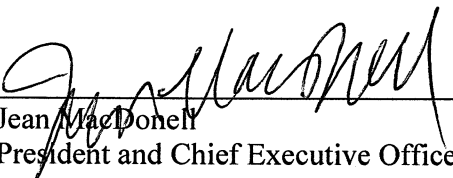
By: _____

MEMORANDUM OF UNDERSTANDING
Re: One-Time Exception Re: Cash Out of PTO

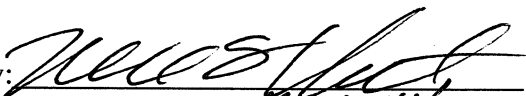
During the course of negotiations for the 2021-2024 Collective Bargaining Agreement, the parties agreed to a one-time exception to the notice requirement in Article 17, Paid Time Off, 17.10. Specifically, the parties agreed that an employee who resigns or is terminated because of their failure or refusal to timely receive a COVID-19 vaccination shall be paid their earned PTO hours.

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President and Chief Executive Officer

By: Tom Whiteside
Thomas Whiteside
Staff Representative

By: 
~~Lynn Hachey~~ Michelle Vincent
Director of Human Resources
VP Operations

By: _____


MEMORANDUM OF UNDERSTANDING
Re: Certified Radiation Safety Officer

During the course of negotiations for the 2021-2024 Collective Bargaining Agreement, the parties reached the following agreement regarding the Certified Radiation Safety Officer:

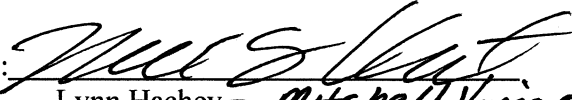
For all hours worked actively performing Certified Radiation Safety Officer duties, such as those associated with quarterly meetings (preparation of the agenda, attendance at the meeting, preparation of the minutes), the employee shall be paid an additional One and no/100th Dollars (\$1.00) per hour. The current Certified Radiation Safety Officer shall meet with Debra Isaacson and Jessica Valento to create a list of the duties that qualify for the premium pay and discuss the payroll process.

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By: 
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~~Director of Human Resources~~
VP Operations

By: _____