

LABOR AGREEMENT

BETWEEN



AND



REPRESENTING:

CLINIC EMPLOYEES

LOCAL NO. 1843-1
November 1, 2021 -October 31,2024

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AGREEMENT

1. This Agreement made and entered into this 1st day of November 2021 between International Falls Memorial Hospital Association, doing business as Rainy Lake Medical Center, hereinafter referred to as the Employer; and AFSCME Council 65, Local No. 1843-1; and including in its membership Rainy Lake Medical Center employees, all which hereinafter will be referred to as the Union.

Notation: The Parties also agree to change throughout the Agreement, “Hospital,” “Falls Memorial Hospital,” or “International Falls Memorial Hospital” to “Rainy Lake Medical Center,” except for Article 9, Section A.

2. It is the desire of the respective parties to assure a friendly spirit of cooperation between the employees and the Employer and members of the Union and to avoid disruption in the service intended to be derived by and between the Employer and the Union under these Articles of Agreement.
3. In the event Rainy Lake Medical Center changes ownership during the duration of this Agreement, the new owner shall recognize AFSCME Council 65, Local No. 1843-1 as the sole and exclusive representative of the bargaining unit employees, as described in Addendum B.

ARTICLE 1 **RECOGNITION**

The Employer recognizes the above named Union as the sole and conclusive bargaining agent for all regularly scheduled part time and full time employees employed at Rainy Lake Medical Center Clinics excluding providers, management, supervisors, and non-clinic staff.

ARTICLE 2 **UNION SECURITY**

1. All employees covered by this Agreement who are now or may hereafter become members of the AFSCME Council 65, Local No. 1843-1 shall, during the life of this Agreement, remain members of Local 1843-1 in good standing as a condition of employment. The term "in good standing" for purposes of this Agreement is defined to mean the payment of monthly dues uniformly required as a condition of acquiring or retaining membership in Local 1843-1. Employees who choose not to join or remain a member of Local 1843-1 shall be obligated to make the appropriate agency fee payment to the Union. As a condition of employment, employees shall become and remain members of the Uni
2. on or pay an appropriate agency fee within thirty-one (31) days of employment. Any employee who fails to become and remain a member of Local 1843-1 or pay an appropriate agency fee shall be subject to dismissal by the Employer upon request of Local 1843-1. It is agreed, however, that the Union will request discharge by the Employer of any employee because of non-membership compliance.

3. In the event the Employer decides to subcontract out services currently provided by this unit, Rainy Lake Medical Center will:
 - a. place any employees laid off due to such subcontracting on a preferential hiring list and give them first opportunity for application to any available positions within Rainy Lake Medical Center provided they are qualified to perform these duties. All other provisions of the contract (i.e., job posting, seniority) will be complied with.
4. The Employer reserves the right to hire temporary employees in bargaining unit positions, not to exceed one hundred twenty (120) days, after notifying the union.
5. Rainy Lake Medical Center and policy changes shall not conflict with or contradict the Union Agreement insofar as they affect members of the bargaining unit.
6. When substantial changes are made to job descriptions the Employer agrees to notify the Union Steward and the Union Labor Representative and negotiate new wage rates, if necessary.
6. A union steward will be allowed up to fifteen (15) minutes to contact new employees on paid time during the employer's initial onboarding of new hires. HR will communicate with the Union Steward regarding available times during aforementioned on boarding for this meeting. The union steward must notify his or her supervisor of the meeting and such orientation will not interfere with the performance of the employee's work duties.
7. One union steward shall be paid, during their regular scheduled hours, to attend scheduled meetings with the Employer concerning the administration of this Agreement. Such steward must notify their supervisor of the meeting, as soon as possible.

ARTICLE 3
SENIORITY AND STATUS

1. Seniority shall be by classification. As hereinafter provided, two classifications shall be recognized for the purpose of seniority:
 - a. LPN: All clinic employees maintaining a licensed practical nursing license
 - b. Support Staff: All non-licensed Clinic Staff (non-licensed, non-LPN Clinic Staff, including the HUC position).
2. The Employer will, on the first of March and the first of September of each calendar year, prepare seniority lists of employees covered by this Agreement and post the same on a bulletin board in Rainy Lake Medical Center Clinic. Such seniority lists shall specify the classification seniority of each employee. Within 15 days thereafter, the employee may file with the Employer corrections to such posting. The Union and Employer shall mutually agree on such corrections. After so corrected, such seniority rating shall be permanent and shall not be subject to change until the next posting period, except as the

- number of new employees are placed on subsequent seniority postings.
3. Every employee covered by the terms of the contract shall have seniority as herein provided from the employee's life to date hours within job classification as posted on the seniority list, unless seniority is broken for reasons specified herein. Total seniority will be based upon the total hours of continuous service from the initial date of hire at RLMC for the purpose of all benefits (this measurement includes all regular pay codes, PTO, funeral time, education time, travel pay and non-pay benefit time). Seniority within the specific job classification is the basis for step level on the wage scale.
 4. An employee's seniority shall be broken by:
 - a. Voluntary termination of employment;
 - b. Discharge for cause;
 - c. Failing within one (1) calendar week to report for work after layoff upon receipt of notice by registered mail;
 - d. Employment by any other employer during leave of absence
 - e. Failure to return to work after expiration of leave of absence;
 - f. Layoff in excess of one (1) year.
 5. Employees shall be probationary employees for the first one hundred and twenty (120) days of employment. During such period, employees may be discharged by the Employer without cause and without the same causing a breach of this contract or constituting a grievance hereunder.
 6. The foregoing provisions do not apply to layoffs and rehiring in each department of the unit and to promotions in such departments. If the employee is qualified with two (2) weeks of training to fulfill the duties thereof. The foregoing provisions do not apply to low census, low need days.
 7. Employees who are involuntarily transferring from full-time to part-time shall retain their life to date hours and classification seniority and shall not forfeit earned benefits or suffer any loss of seniority until such time as full-time becomes available to said employee(s)
 8. An employee who is absent due to personal illness will not lose their life to date hours or classification seniority until the employee has been absent for a period of time equaling the employee's length of service with Rainy Lake Medical Center Clinic, not to exceed one (1) year total absence.
 9. Upon request the Employer will make current written job descriptions available to bargaining unit members.
 10. Management/supervisors shall not routinely perform bargaining unit work. The Union may only grieve this matter up to Step 3 of the grievance procedure.

ARTICLE 4
LOW NEED STAFFING
(ROTATING BASIS)

1. The Employer reserves the right to reduce an employee's hours if the patient census warrants it. Employees may use any accrued, unused PTO to cover the lost hours.
2. In reducing staff due to a diminished number of needed hours, the Employer will offer voluntary low need to the provider's nurse directly affected by the low need situation. Following the initial offer of low need to the provider's nurse, the employer will then first attempt to seek other volunteers. Employees who volunteer may at their option take time off as PTO days. Employees who are willing to volunteer for such days off shall sign up indicating such willingness. Such voluntary reduction of hours shall be offered according to departmental seniority, offering to the most senior departmental employee in the classification the opportunity first, and moving subsequently down the list.
3. If further reductions are necessary, they will be made by assigning a low need day on a rotating basis in the order of inverse departmental seniority. Each employee will volunteer for or be assigned a low need day throughout the seniority list before any employee is assigned a second low need day. Employees taking low need days shall be given credit toward all benefits and seniority provided by this Agreement for hours lost. The employer will maintain a list tracking the rotation.
4. Unless an employee on layoff or reduction of hours is not available, casual employees, temporary employees, or non-bargaining unit personnel shall not be utilized to replace any bargaining unit employees whose hours are reduced under this Article or the layoff procedure.
5. Employees having hours reduced, shall be given the first opportunity, to the extent practicable, for subsequent additional hours that may become available to replace work hours lost on any unit and shift for which they are trained to work.

ARTICLE 5
LAYOFF AND RECALL

1. Whenever the Employer determines a layoff is necessary employees will be laid off based on their seniority, with employees with the least amount of seniority being laid off first. The Employer will determine in which classifications layoffs will occur. Employees with the least amount of seniority within the classification selected for the layoff will be laid off first.
2. Laid off employees may elect within five (5) days to bump a less senior employee in an equal or lower classification if they are qualified to perform the duties of the position with two (2) weeks' training. Or if they have transferred, can bump a less senior employee.

Employees successfully exercising their bumping shall be placed on a 60-day probationary period to determine if they can perform the duties of the position. A 30-day extension will be added to the 60-day probation period if licensure or certification is pending. If it is determined during the probationary period that the employee is unable to perform the duties of the position, they shall be laid off without further bumping rights.

Any dispute with regard to qualifications will be subject to the grievance procedure.

3. Laid off employees shall retain their life to date hours and recall rights for 12 months from the effective date of the layoff. Laid off employees will be terminated 12 months after the effective date of the layoff if there is no call-back.
4. Laid off employees shall be recalled in reverse order in which they were laid off within the department in which the recall occurs.
5. The Employer will provide all regular employees with a written notice of layoff at least two (2) weeks prior to the effective date. Such notice will include the reason for such layoff. This shall not apply to employees discharged for just cause.

ARTICLE 6 **JOB POSTING**

1. When the Employer determines a vacancy exists, such vacancy shall be posted on the bulletin boards for seven (7) calendar days. Any non-probationary employee may apply in writing for such vacancy during the seven (7) day period. The position will be awarded to the applicant who possesses the required ability, qualifications, performance, and department, however, first consideration shall be given to candidates with the most seniority. Management reserves the right to create combination jobs within a department, or combination jobs that cross over departments.
2. Job applicants shall be notified immediately upon filling the position or within 30 days from the last day of the posting, if the position has not been filled, as to management's selection for the job or status of the posting.
3. If any employee, entitled to a promotion on the basis of seniority, voluntarily elects not to accept the promotion, they shall sign a waiver thereto.
4. Any employee may be temporarily transferred from one department to another when vacancies or requirements of work, as determined by management, require such transfers. If the job to which the employee is transferred pays a higher rate of pay than their scheduled employment, then the employee shall receive such higher rate during the time when they are so employed in such higher rated job. It is further understood that the employee who is temporarily transferred will receive their regular rate of pay if the position to which they are transferred has a lower rate of pay. Temporary transfers expire within 120 days unless a renewal, not to exceed 120 days, is justified. Employees temporarily transferred from

one job to another shall be paid at the greater pay rate of either the current job pay rate or the temporary job pay rate.

5. If the permanently transferred employee works up to the one hundred and twenty (120) day period, and the employee proves not to be qualified, the Employer shall retransfer the employee to their original department. During the initial 90-day period, the Employer will evaluate the employee's performance at 30 and 60 days after the transfer. If the permanently transferred employee wishes to return to his/her original job, they shall be allowed to do so within fourteen (14) days from the date they started the new job.
6. Employees who successfully bid for a permanent transfer will be paid their current pay rate, so long as the positions are within the same classification.

Employees who successfully bid for a permanent transfer to a new position outside the current position's classification will start at the entry level rate for the new job.

7. Employees who involuntarily transfer to a new position within their job classification due to layoff or job elimination will be paid at their pay rate or entry level rate for the new job. Employees who involuntarily transfer to a new position outside of their job classification due to layoff or job elimination will be paid at their pay rate or entry level rate for the new job, but not to exceed the maximum pay rate described in the step plan. If the new job is within the job classification of the terminated job, the employee will maintain seniority toward the step scale (pay rate) for the new job. If the new job is outside the job classification of the terminated job, the employee's seniority toward the step scale (pay rate) includes only the hours worked in the new job and does not include hours worked in the terminated job.
8. Step increases are based on duration of employment within the current job.
9. No employee may be permanently transferred without the employee's consent, unless such transfer is for just cause.

If any dispute arises because of the interpretation of any provision of this section, such dispute shall be determined by the provisions of the grievance procedure, provided, however, that no retroactive pay shall be awarded to any grievant who may be awarded a position with a higher pay, unless the arbitrator shall determine that the Employer was malicious or willful.

ARTICLE 7

OVERTIME AND HOURS

Rainy Lake Medical Clinic recognizes "40 hours in a seven (7) day period" schedule for the purpose of calculating overtime payment. The normal workweek for employees will be forty (40) hours in a seven (7) day period. However, nothing contained herein shall restrict Rainy Lake Medical Clinic from changing the hours of work, per day or per week, for the efficient operation of Rainy Lake Medical Clinic.

1. Employees assigned will be paid overtime for all hours worked in excess of forty (40) hours in a seven (7) day work period at the rate of one and one-half (1½) times their rate of pay. The work period shall be defined as Sunday-Saturday.
2. The Employer agrees that if there is a change in the work schedule, such schedule shall be posted on the bulletin board at least one (1) week prior to schedule change. This shall not apply in the case of emergencies, or by mutual agreement.
3. There shall be no split shifts and employees will receive at least two (2) days off per week (Labor permitted) and shall not be required to work more than seven (7) consecutive days unless the employee mutually agrees to do so.
4. No overtime will be permitted unless on request by the supervisor or the department manager.
5. Any part-time or casual employee required to go on duty to cover a scheduled shift, shall not work less than four (4) hours unless the Employer and the employee mutually agree to work less than four (4) hours.
6. Any employee reporting for work who was not notified not to report, shall be provided with a minimum of four (4) hours' work, or shall be paid not less than four (4) hours at his/her regular rate, even though no work is provided. If the employee works more than four (4) hours and is then sent home, the employee shall be paid for the number of hours actually worked. Anyone who requests to be sent home early shall not have this provision apply to them.
If an employee is called and does not respond, the employee shall not be subject to the four (4) hour minimum if the Employer can verify the attempt to notify.
7. Employees may be required to work overtime. Overtime will be offered in the order of most senior to least senior by department seniority. If offered overtime is not accepted, overtime will be assigned from the least senior to the most senior according to department seniority. Scheduled overtime shall be offered to the most senior employee.

ARTICLE 8

HEALTH INSURANCE

1. Health Insurance. Rainy Lake Medical Center will provide and pay eighty-five percent (85%) of the cost for single employee coverage and Rainy Lake Medical Center shall pay fifty percent (50%) of the additional premium for family or employee plus 1 coverage with the employee paying the remaining cost under a health insurance plan for all employees with an FTE of .70 or greater. Rainy Lake Medical Center will provide and pay seventy percent (70%) of the cost of single employee coverage and Rainy Lake Medical Center shall pay thirty-five percent (35%) of the additional premium for family or employee plus 1 coverage with the employee paying the remaining cost under a health insurance plan for all employees with a FTE of less than .70 and greater than .50. Employees with a FTE of

less than .50 are not eligible for Health Insurance benefits. Rainy Lake Medical Center reserves the right to change health insurance providers due to premium differences. Insurance options shall be developed through the Health Insurance Committee as identified below. Benefit changes to the health insurance plan are subject to negotiations with the Union.

- a. An eligible employee may continue to carry coverage at their own expense under Rainy Lake Medical Center plan of employee benefits for as long a period as they make the required premium payments under the regulations of COBRA. If, however, an eligible employee drops their coverage through failure to pay a premium due, the employee will not be covered again until they return to active work and is eligible by Rainy Lake Medical Center plan.
- b. The deductible and co-pays for which the employee is responsible each calendar year will be described in the Summary Plan Description (SPD) and Employee Benefit Booklet.
- c. Employee Benefit Continuation of Health Insurance Coverage. Rainy Lake Medical Center shall comply with the Internal Revenue Code: Consolidated Omnibus Budget Reconciliation Act (COBRA). Rainy Lake Medical Center shall notify the employee of their COBRA rights within thirty (30 days of separation from employment).
- d. Health Insurance Committee. The parties agree Rainy Lake Medical Center will create a Health Insurance Committee to meet as necessary to discuss the types of plans and providers.

The committee shall consist of the following members: one (1) from AFSCME MN Council #65 Local #1843; one (1) from AFSCME MN Council #65 Local 1843-1; one (1) from AFSCME MN MLPNA; one (1) from MNA Registered Nurses; one (1) non-union/non-management, and one (1) Department Director or Supervisor; and up to three (3) from Administration.

2. Dental Insurance. Rainy Lake Medical Center will provide and pay eighty percent (80%) of the cost for single employee coverage with the employee paying the remaining cost under a dental insurance plan for all eligible employees with an FTE of .70 or greater. Rainy Lake Medical Center will provide and pay sixty percent (60%) of the cost of single employee coverage with the employee paying the remaining cost under a dental insurance plan for all eligible employees with a FTE of less than .70 and greater than .50. Employees with a FTE of less than .50 are not eligible for Dental Insurance benefits. Employees may purchase family dental coverage at the employee's own expense.
3. Life Insurance. The employer shall provide to any eligible employee \$15,000 to \$40,000 of life insurance prorated based on annual (BASE) salary, rounded to the nearest \$1,000 dollars. Eligible employees shall have the option to purchase additional life insurance coverage at the group rate. At age sixty-five (65), term life insurance reduces automatically

to sixty-six percent (66%) of the regular covered amount. These plan details shall sunset effective January 31st, 2019 upon the effective date of the new plan option.

The new plan option shall commence effective February 1st 2019. The new plan shall be as follows:

The Employer shall provide, at no cost to any eligible employee, one and one-half (1-½) times the employees annual rate up to \$150,000 of life insurance prorated based on their annual rate rounded to the nearest \$1,000 dollars. Eligible employees shall have the option to purchase supplementary life insurance coverage for the employee, spouse, and/or dependent children. Employees may purchase a maximum supplementary coverage up to \$300,000, spouse up to \$150,000 and children at either \$10,000 or \$15,000.

- D. Long Term Disability Insurance. Employees are eligible the first day of the month following 30 calendar days of employment, or the first day of the month following 30 calendar days of a qualifying event to participate in Employer's Long Term Disability (LTD) plan. Qualifying employee must meet the elimination period of 28 consecutive calendar days and agree to participate in the Employer's return-to-work program to be eligible to receive sixty (60%) percent of the employee's basic monthly earnings for the first six (6) months and forty (40%) percent thereafter.

All eligible employees may elect to purchase coverage beyond that being provided at the employees own expense.

ARTICLE 9

RETIREMENT PLAN

- A. International Falls Memorial Hospital Employee Defined Benefit Pension Plan was frozen effective 12-31-05. Full benefit level remains at \$18 per month per year of employment with graduated benefits for part-time employees. Vesting continues after freeze date (12-31-05) for active employees not one hundred percent (100%) vested in this retirement plan.
- B. Rainy Lake Medical Center, Employee 401k Pension Plan, effective January 1, 2006:

Eligibility:

- Age 21
- One (1) calendar year of service at RLMC.
- Minimum of one thousand (1000) hours of service in the first twelve (12) months employed.
- Eligibility for the match and profit sharing are the same.
- Employee may begin to make elective deferrals at time of hire.

Vesting Schedule: Three (3) plan years with 1000 hours of service each to be one hundred percent (100%) vested.

Match: Rainy Lake Medical Center contributes up to 2.5% percent based on a 50% match of eligible employee contributions. Negotiated Increases to be in effect (1/1/22) See examples.

EXAMPLE:

| | |
|-------------------------|-------------------|
| Employee contributes 2% | RLMC Matches 1% |
| Employee contributes 4% | RLMC Matches 2% |
| Employee contributes 5% | RLMC Matches 2.5% |
| Employee contributes 6% | RLMC Matches 2.5% |

Annual Profit Sharing: A percentage of earnings may be paid at the discretion of the Employer upon receipt and Board approval of audited financials that demonstrate organizational achievement of a 3% operating margin.

| | |
|----|-----------------------------|
| 1% | 1 to 10 years of service |
| 2% | 11 to 15 years of service |
| 3% | 16 or more years of service |

Note: Current employees as of 11/1/2011 shall receive not less than the same percentage of earning that they would have received under the previous age based profit sharing plan.

ARTICLE 10
JURY DUTY

1. Any employee who is required to be absent from work because of jury duty will be paid the difference between the compensation received for jury duty and the amount of the wage they would have earned (computed on the basis of their regular straight-time hourly rate) for their scheduled hours during the period they were on jury duty.
2. Payment will be made according to the voucher received from the Clerk of the Court. When an employee is required to perform jury duty during only part of their scheduled working hours, the employee will report for all of their scheduled hours other than those required for jury duty. The employee is required to show evidence of time spent on jury duty.

ARTICLE 11
CHECK OFF

1. The Employer shall, during the first pay period of each month, deduct Union dues from the wages of each employee who, in writing, authorizes such deduction.
2. All sums deducted shall be remitted to the Union together with a list of the names of the employees from whose pay deductions were made.

ARTICLE 12

MEAL PERIODS

Employees will be provided an unpaid meal period. If a clinic employee is unable to take an unpaid duty free meal break during their shift of work, the employee will be paid time and one half if the lunch period increases the hours worked to over 40 hours for the week. Employees must notify their supervisor of the missed lunch.

ARTICLE 13
PAID TIME OFF (PTO)

1. Paid time off (PTO) may be used at the employee’s option for time off for personal reasons in accordance with the procedures set forth below. The purpose of PTO is to stabilize staffing and scheduling, and that most absences will be planned in advance for adequate coverage to be arranged. In some instances, Rainy Lake Medical Center will be unable to arrange coverage for all those wishing to be away at a particular time and some requests for PTO may have to be denied.
2. PTO will be earned on a prorated basis; all hours paid will count toward PTO. PTO shall not be earned when an employee is off on Workers’ Compensation or unpaid leaves of absence.
3. Employees will accrue PTO based upon their length of service with Rainy Lake Medical Center and the number of hours paid. The accrual will be limited to hours paid, up to 80 hours per pay period. All low need and low need cancelled hours are also credited towards PTO accrual based upon the number of hours the employee was scheduled to work.

There will be no pyramiding of any low need hours and PTO hours. PTO will be credited at the end of each pay period (26 times a year).

4. The accrual factors are as follows:

| <u>Length of Service</u> | <u>Accrual Rate</u> | <u>Maximum Accrual</u> |
|----------------------------------|----------------------------|-------------------------------|
| Upon hire | .0962 per hour worked | 300 hours |
| After three (3) years of service | .1154 per hour worked | 360 hours |
| After six (6) years of service | .1346 per hour worked | 420 hours |
| After twelve years of service | .1538 per hour worked | 480 hours |

(Example: A full-time employee with seven [7] years of service with Rainy Lake Medical Center would earn 35 eight (8) hour days of PTO. 2080 hours worked x .1346 accrual rate = 279.9 hours of PTO \div 8 = 35 days.)

Employees stop accruing PTO once they reach their maximum accrual, unless the employee has requested PTO and been denied on three (3) separate occasions and has consulted with their department manager and was still unable to receive time off.

5. New employees are not eligible to use PTO until they have completed 120 days of continuous employment; however, they begin accruing PTO on their first day of employment.
6. PTO as provided herein recognizes the following holidays: New Year's Day, Easter, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, and Christmas Day. Employees who are regularly scheduled on the holiday and the department is closed, or the employee is scheduled off, such employee must use PTO for the number of hours they would have been scheduled. New Employees within their probationary period will also use PTO up to their FTE as is required by their director.
7. When qualifying for Rainy Lake Medical Center's disability insurance plan, the employee must use PTO for the first 28 calendar days. When the employee is receiving disability insurance payments they have the option to use PTO to supplement the disability insurance payments to 100% of the employee's FTE.
8. Temporary employees hired for not more than 500 hours per year and casual employees do not accrue PTO.
9. If a family death (as defined in Article 16.2, Bereavement Leave) occurs during PTO, the employee's PTO bank will be credited with the number of bereavement days the employee would have received under Article 16.2.
10. All employees covered by this Agreement must give their supervisor a tentative schedule at least two (2) weeks in advance of requested week of PTO or the day before the schedule is prepared based on departmental practices. The Employer will allow at least one (1) employee per department on requested PTO at any one time. However, there may be times when the Employer cannot allow requested PTO (e.g., departmental needs, staffing requirements, the PTO would cause an overtime situation). Additional PTO requests may be approved on a first-come, first-served basis. Employees shall not be required to work during their PTO unless it is an extreme emergency. A week of requested PTO shall be defined as a seven (7) day period. Employees shall submit a separate request for PTO for each pay period.
11. There shall be two (2) periods to schedule guaranteed PTO.
 - a. Period 1: shall be from May 1 through October 31.

Requests may be submitted anytime between the period of March 1 and March 31. Rainy Lake Medical Center shall provide a written reply by April 15.

All requests during March shall be chosen in consecutive rotation from most to least senior.

Requests received after the posting period shall be honored on the basis of first come, first served.

During the months of June, July, and August, the Department Director may limit employees to only one (1) request.

- b. Period 2: shall be from November 1 through April 30.

Requests may be submitted from September 1 through September 30. Rainy Lake Medical Center shall provide a written reply by October 15.

All requests during September shall be chosen in consecutive rotation from most to least senior.

Requests received after the posting period shall be honored on the basis of first come, first served.

All denials must be returned to the employee in a timely manner (seven [7] calendar days).

- c. A request is defined as not more than two (2) weeks of scheduled work. Unless mutually agreed upon by the employee and the employer.

- 12. Absences documented as a “qualifying event” under the Family Medical Leave Act, shall not be counted as an unscheduled occurrence for the purpose of disciplinary action in the event of three (3) occurrences during six (6) consecutive months as per the Attendance Policy.
- 13. Leaves of absence for elective surgeries may not be approved during June, July, and August; and during the Thanksgiving/Christmas holiday schedules.
- 14. Employees with two (2) years of continuous employment at Rainy Lake Medical Center may cash in one (1) week of accrued PTO from their available balance two (2) times per year paid at their current rate of pay. In order to qualify for cash out option, an employee must leave a minimum of eighty (80) hours in their PTO bank. Requests must be submitted in accordance with the employer policy. Payments will be made on the employee’s regular paycheck less applicable holdings and is not available through a separate check.
- 15. Paid time off (PTO) hours shall be considered as hours worked for overtime purposes, pension purposes and contractually provided benefits.
- 16. Rainy Lake Medical Clinic will allow up to two (2) bargaining unit employees to use their accrued PTO or take non-paid, non-benefit time off for all hours they were scheduled to work during negotiation sessions. Employees must submit a written request to their supervisor at least 30 days in advance of negotiations, or as soon as possible after each bargaining session is scheduled. Bargaining unit employees may donate their accrued but unused PTO to members of the negotiating team.

ARTICLE 14

DISCIPLINE AND DISCHARGE

1. Employees shall only be suspended, demoted, or dismissed for just cause. Before discipline begins, employees shall receive counseling and coaching from supervisor. The progression of discipline steps may include any or all of the following form:
 - a. Verbal warning
 - b. Written warning
 - c. Final Warning
 - d. Discharge
2. Provided, however, in the cases of dishonesty, under the influence of illegal drugs or alcohol on the job, theft, insubordination, or other such serious violations of the Employer's rules, an employee may be discharged without receiving prior warning.
3. In the case of a minor violation of the Employer's rules, the Employer shall give at least one (1) warning notice of a complaint against an employee to the employee in writing, a copy of which is to be sent to the Union without undue delay. A warning notice as herein provided shall not remain in effect for a period of more than 12 months from the date of the warning notice, except suspension level notices, which shall remain in effect for 18 months following issuance.
4. Suspension: Suspension from work, with or without pay, is an OPTIONAL step in the disciplinary process. See Organization-Wide Progressive Discipline Policy. All suspensions and discharges will be in written form and copies will be provided to the Union immediately upon issuance of such notices. Discharges will normally be preceded by a suspension during which an investigation of the incident leading to the discharge will be conducted.
5. Verbal warnings shall be in writing, with a copy provided to the employee. It will be the responsibility of the employee to contact, or provide a copy, to the Union representative.
6. If any employee is unjustly discharged, they shall return to work with full seniority and full pay for all lost time, or in the case of arbitration, Rainy Lake Medical Center will abide by the arbitrator's decision.

ARTICLE 15 **DRUG TESTING AND FINGERPRINTING**

Rainy Lake Medical Center will do drug and alcohol testing of employees in accordance with Rainy Lake Medical Center organization wide policy. In addition, all new hires or those employees who have had more than a one hundred and twenty (120) day break in employment service will be required to have a fingerprint background study conducted per the Minnesota Department of Human Services (DHS).

ARTICLE 16
LEAVE OF ABSENCE

Leave of absence without pay shall be granted to an employee for the following reasons:

1. Family Medical Leave. Family Medical Leave: Employer shall comply with all requirements of the Family Medical Leave Act of 1993 and Rainy Lake Medical Center policy and the MN Statute 181.9413.
2. Bereavement Leave. In case of death in the immediate family, as defined as follows: Spouse, son, father, mother, daughter, brother, sister, father-in-law, mother-in-law, grandmother, grandfather, brother or sister-in-law, step-child, step-parents, grandchild, son-in-law, daughter-in-law, or a member of the immediate household of the employee. Employees shall be granted a leave with pay for three (3) days for which an employee must be absent to attend to the affairs of the deceased, the funeral and /or memorial service.

In case of death of an aunt, uncle, niece, or nephew, the employee shall be allowed to use one (1) day of PTO to attend the funeral and such PTO will not count as single day usage.

3. Educational Leave. An employee who has completed his/her probationary period shall receive up to three (3) days per calendar year, with pay, for attendance at seminars, workshops, or other accredited education relevant to current or possible Rainy Lake Medical Center employment subject to approval by administration.
4. Leaves may be granted for other reasons at the discretion of Rainy Lake Medical Center.
5. Employees do not accrue any benefits while on an unpaid leave of absence.

ARTICLE 17
PART-TIME/CASUAL EMPLOYEE CLAUSE

1. Part-Time Employees. All part-time employees covered under this Agreement will go on a prorated schedule for paid time off (PTO) and funeral leave. PTO days are to be taken on no less than a one (1) hour basis. Exceptions to the rule shall be agreed upon by the Administrator or designee and the employee involved.

Casual Employees. Rainy Lake Medical Center reserves the right to have not more than five (5) casual employees working in bargaining unit positions. Exceptions can be made on a case-by-case basis only upon approval of the bargaining unit. The following will apply to casual employees:

- a. no guaranteed hours;
- b. may be scheduled or contacted at short notice;
- c. created at the discretion of management;
- d. must pass all RLMC hiring criteria, competencies, and educational requirements such as annual safety;

- e. salary plus 10% with no benefits; for example, PTO. Will progress on the wage scale on the same basis as regularly scheduled employees;
- f. no seniority. Shall be given preferences over applicants not then employed by Rainy Lake Medical Center in filling vacancies; or
- g. must accept at least three (3) shifts of not less than eight (8) hours per month if offered by management.

ARTICLE 18
MISCELLANEOUS CONDITIONS

1. Any provision of this Agreement which may be declared illegal under the valid existing and applicable state or federal laws shall in no way invalidate the remaining provisions of this Agreement.
2. Work donated to Rainy Lake Medical Center of a charitable or social nature, or community services, shall not be a violation of this Agreement as long as it does not displace employees or jeopardize wages, hours, or working conditions of the employees.
3. Employees who are called off may be offered work in another department if qualified. This is not subject to Article 19 – Grievance Procedure.

ARTICLE 19
GRIEVANCE PROCEDURE

1. The Employer and the Union desire that each employee have a means by which grievances may be given timely, fair, and continued consideration until resolved. In order to facilitate confidence in this procedure, an employee shall not be subject to criticism or reprisal for using the grievance procedure.
2. Should any grievance arise between the Employer and the Union as to the interpretation of, or the adherence to, the terms and provisions set forth herein, an earnest effort shall be made to settle such grievance promptly in the following manner: Employees may choose to informally discuss the grievance with their first level supervisor or department head at Step 1 of the procedure without involving their Union steward, or if the employee wishes to involve their Union steward and skip Step 1, the grievance will be reduced to writing and submitted at Step 2. The grievant and Union steward should be prepared to discuss dates for the meeting at the time of submittal.

Step 1. The employee shall informally discuss the grievance with the employee's first level supervisor or department head or Human Resources.

Step 2. If the grievance is not resolved at the time of the Step 1 informal discussion, it shall be reduced to writing and submitted to the Administrator or designee.

The written grievance citing the specific article at issue whenever applicable, must be submitted to the Employer within 15 calendar days after the date of

occurrence. A grievance relating to pay shall be considered timely if received by the Employer within 15 calendar days after the payday for the period during which the grievance occurred.

At the time the employee submits the written grievance to their supervisor, the employee and supervisor will set a date for the meeting to consider the grievance. This meeting shall be held among representatives of the Employer, representatives of the Union, and the employee within 15 calendar days after submission of the written grievance to the Employer.

The Administrator and any other necessary person from Rainy Lake Medical Center shall participate in the meeting.

Within 15 calendar days following the Step 2 meeting, the Employer shall submit a written reply to the Union and to the employee.

Step 3. If the grievance is not resolved in Step 2, either the Employer or the Union may refer the matter to the Bureau of Mediation for the State of Minnesota. Any demand for mediation shall be in writing and must be received by either party within 15 calendar days following receipt of the Step 2 reply.

Step 4. If the grievance is not resolved in Step 3, either Rainy Lake Medical Center or the Union may refer the matter to arbitration. Any demand for arbitration must be in writing and must be sent within fifteen (15) calendar days of the receipt of the Step 2 answer, or, if Step 3 is invoked, within fifteen (15) calendar days of the close of the mediation session(s). Any grievance not submitted to Step 4 within the above mentioned time limits will be deemed settled based upon Rainy Lake Medical Center's Step 2 response, or any mediated settlement in Step 3. The Union must request such arbitration panel and notify Rainy Lake Medical Center of their desire to strike such panel within sixty (60) days from the request to arbitrate identified above, or the grievance will be deemed settled based upon Rainy Lake Medical Center 's Step 2 response.

The parties shall select a neutral arbitrator from a list of seven (7) arbitrators provided by the Federal Mediation and Conciliation Service. The parties shall flip a coin to determine which party shall strike the first name. Then, the parties shall alternatively strike names until one (1) name remains. That person shall be the arbitrator.

The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from, or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be final and binding upon the Union and Rainy Lake Medical

Center and the employee(s). The fees and expenses of the neutral arbitrator shall be divided equally between Rainy Lake Medical Center and the Union.

The time limitations provided herein may be extended by mutual written agreement of the parties. A grievance pertaining to discharge may be instituted at Step 2 of the grievance procedure.

3. The failure of either party to comply with the above steps or timeliness stipulations will result in the grievance being defaulted in favor of the other party.
4. Time limits set forth herein may only be extended by mutual agreement between the parties, which agreement shall be in writing.
5. The aggrieved may withdraw a grievance at any point by submitting, in writing, a statement to that effect, or by permitting the time requirements at any step to lapse without further appeal.
6. An employee who has been terminated, who wishes to grieve their termination, must do so within seven (7) calendar days of the date of termination. If a grievance is not filed within seven (7) calendar days, it will be untimely and the termination will stand.

ARTICLE 20 **NEW CLASSIFICATION**

Should any hourly rate for a new job classification, or modification/combination of existing job classifications, be established by the Employer during the term hereof, the parties agree that upon ten (10) days' written notice, they will negotiate an agreeable wage rate for such classification which shall then be included and become part of the Wage Addendum.

ARTICLE 21 **SUPERIOR PRIVILEGES**

Any excess conditions or privileges not covered in this Agreement which were in effect prior to the signing of this Agreement shall not be affected or changed or discontinued by the signing of this Agreement. Any excess conditions or privileges given to all employees as a group after the signing of this Agreement shall become part of this Agreement. "Excess conditions or privileges" are defined as additional wages or fringe benefits given by the Employer to employees during the term of this Agreement. All employees shall receive the full wage rate RLMC negotiated for each classification in the present contract.

ARTICLE 22 **EDUCATION REIMBURSEMENT**

1. It is agreed that the Employer shall reimburse any employee who has completed their probationary period 80% of the cost of any educational coursework at an accredited

institution relevant to the employee's current or possible future Clinic employment, up to a maximum reimbursement of \$1,500 per year.

2. The supervisor and CEO must approve the course of studies in advance as being reasonably relevant to employment or future employment.
3. Payment shall be made upon satisfactory completion of each course for which reimbursement has been requested.
4. This article is intended for reimbursement of courses initiated at the request of the employee. Employer directed courses, seminars, and workshops shall continue to be reimbursed at 100% in accordance with RLMC policy.
5. An employee who receives and maintains a certification from an accredited professional association approved by administration as relevant to their current classification shall receive an additional thirty cents (\$.30) per hour. Certifications are stackable up to three (3) certifications per employee. Certifications that are a pre-requisite for hire into a specific job are not compensable.

ARTICLE 23 **COMPENSATION**

1. Nurses required to work weekend hours on Saturday or Sunday will be paid an additional \$2.00 per hour.
2. An employee that is scheduled to work on New Year's Day, Easter, Memorial Day, July 4th, Labor Day, Thanksgiving Day, December 24th, and Christmas Day shall be compensated at one and one-half (1½) times the employee's regular rate of pay. During a holiday week, employees who are scheduled to work 40 hours shall receive one and one-half (1½) times their regular rate of pay for additional shifts or hours. Failure to work all the scheduled hours will result in pay per the standard contract language.
3. Wage adjustments shown in Addendum B shall be applied upon signature of the Agreement.

General Wage Increase: See wage scale at the end of the contract.

Pay increases of 3% General Wage Increase will be effective upon the signature of this agreement.

Pay increases of 2% General wage increase will be effective starting on November 6th , 2022.

4. Pay increases of 2% General wage increase will be effective starting November 5th, 2023.

4. An employee assuming the function or role of a lead person shall receive an additional two dollars (\$2.00) per hour in addition to their regular rate of pay for all hours scheduled. Employees identified to assume a lead role, must assume those duties for a minimum of 15 days or one pay period.
5. When an employee attends a mandatory in-service, such employee shall be reimbursed at their regular rate of pay. A mandatory in-service shall be one that is posted for a specific group or groups of persons.
6. At the sole discretion of Rainy Lake Medical Center, new employees may be assigned up to seven (7) years' experience credit to count toward placement on the step plan per the criteria established below:

If a newly hired nurse or support staff provides a previous detailed job description of their duties and detailed record of hours worked (e.g. seniority list, payroll record, or other form indicating hours worked or years worked in a full time or part time status during those given years), RLMC will provide the LPN or Support Staff employee credit for "prior work experience" towards the step pay plan as follows, not to exceed five (5) years.

| | |
|-------------------------------------------------------|-----------------------------|
| LPN /HUC experience in a Clinic setting | 100% (year-for-year credit) |
| LPN/HUC experience in a Hospital setting | 50% credit |
| LPN/HUC experience in a nursing home or other setting | 30% credit |

| | |
|------------------------------------------------------|-----------------------------|
| Registrar experience in a Clinic or Hospital setting | 100% (year-for-year credit) |
| Registrar experience in other medical setting | 30% credit |

For those providing verified experience in excess of five (5) years, a review shall be completed at 120 days, at which point up to an additional 2 years experience credit could be afforded based on skills and qualifications demonstrated.

7. Employees shall receive a \$100.00 signing bonus in lieu of backpay due to delayed negotiations

ARTICLE 24
VOLUNTARY RESIGNATION

An employee will give notice of resignation at least three (3) weeks prior to leaving. The employee must work all of their scheduled shifts during the three (3) week notice period. Management will give consideration to extenuating circumstances.

ARTICLE 25
DEFINITIONS

Regular Full-Time employee: An employee who is so classified and is scheduled to work a minimum of forty (40) hours per week and is scheduled on a regular basis.

Regular Part-Time employee: An employee who is so classified and is scheduled to work less than forty (40) hours per week and is scheduled on a regular basis.

Casual (PRN) employee: An employee who is so classified, and is not regularly scheduled, but works as needed, and whose employment is for no definite term.

ARTICLE 26
MANAGEMENT RIGHTS

Except as specifically limited by this Agreement, the management of Rainy Lake Medical Center and the direction of the working forces shall be vested solely and exclusively in Rainy Lake Medical Center. This provision shall include, but is not limited to: the right to hire; to determine the quality and quantity of work performed; to determine the number of employees to be employed; to lay off employees for cause; to assign and delegate work; to enter into contracts for the furnishing and purchasing of supplies; to maintain and improve efficiency; to require observance of RLMC rules, regulations, retirement, and other policies; to discipline or discharge employees for cause; to determine the number of hours to be worked; and to determine the methods and equipment to be utilized and the type of service to be provided. Rainy Lake Medical Center shall have the right to make work rules and policies, provided that changes in such rules shall be reduced to writing and furnished to the Union as soon as possible for its information and made available to employees and provided that they do not violate any provisions of this Agreement.

ARTICLE 27
COMPLETE AGREEMENT

1. All matters not covered in this Agreement shall be deemed to have been raised and disposed of as if covered herein, and neither party, unless by mutual agreement, shall be required during the term of this agreement to negotiate or bargain upon any issue.
2. Certain practices, either past or present, and/or procedures implemented by the Company which are not in conflict with the subsequent Articles of this Agreement shall not be construed as part of this Agreement unless such as set forth in writing and specifically state they are part of the Agreement and are signed by the Chief Executive Officer or Human Resources Director, and appropriate Union official.

ARTICLE 28
TERMS OF AGREEMENT

This Agreement shall become effective the 1st day of November 2021 and shall continue in full force and effect until the 31st day of October, 2024, and from year to year thereafter, subject to 90-days written notice from either party to the other party prior to the yearly anniversary date of a desire to amend, change, or terminate this Agreement.

FOR RAINY LAKE MEDICAL CENTER:



Chief Talent Officer, Kris Foss

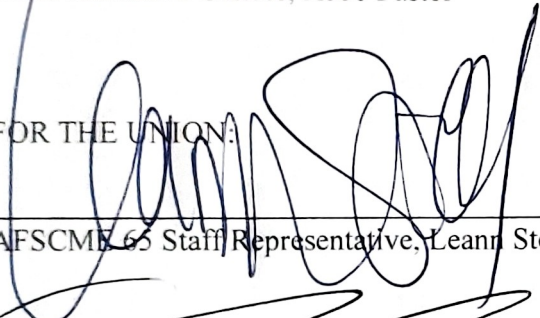
DATE: 1/7/22



Chief Executive Officer, Robb Pastor

DATE: 01/07/2022

FOR THE UNION:



AFSCME 65 Staff Representative, Leann Stoll

DATE: 1/6/2022



Union Steward, Christa Liedke

DATE: 1/6/2022

AFSCME 1843-1 wage scale and step increase

Wage scale changes are effective TBD

Step Increases are effective the first full pay period after the hours of service are achieved.

| LPN | | 3% | 2% | 2% |
|------------------|------------------|-----------|-----------|-----------|
| Hours of Service | Years of Service | TBD | 11/6/2022 | 11/5/2023 |
| 0 | 0 | 19.50 | 19.89 | 20.29 |
| 4160 | 2 | 20.41 | 20.81 | 21.23 |
| 10400 | 5 | 22.39 | 22.84 | 23.30 |
| 14560 | 7 | 23.02 | 23.48 | 23.94 |
| 20800 | 10 | 24.16 | 24.64 | 25.14 |
| 31200 | 15 | 24.51 | 25.00 | 25.50 |
| 41600 | 20 | 24.87 | 25.37 | 25.88 |

| HUC | | 3% | 2% | 2% |
|------------------|------------------|-----------|-----------|-----------|
| Hours of Service | Years of Service | TBD | 11/6/2022 | 11/5/2023 |
| 0 | 0 | 16.75 | 17.06 | 17.37 |
| 4160 | 2 | 17.60 | 17.93 | 18.26 |
| 10400 | 5 | 18.42 | 18.76 | 19.11 |
| 14560 | 7 | 19.18 | 19.54 | 19.90 |
| 20800 | 10 | 19.99 | 20.36 | 20.75 |
| 31200 | 15 | 20.83 | 21.22 | 21.62 |
| 41600 | 20 | 21.61 | 22.02 | 22.43 |

| Registrar | | 3% | 2% | 2% |
|------------------|------------------|-----------|-----------|-----------|
| Hours of Service | Years of Service | TBD | 11/6/2022 | 11/5/2023 |
| 0 | 0 | 15.45 | 15.76 | 16.07 |
| 4160 | 2 | 16.30 | 16.63 | 16.96 |
| 10400 | 5 | 17.12 | 17.46 | 17.81 |
| 14560 | 7 | 17.88 | 18.24 | 18.60 |
| 20800 | 10 | 18.69 | 19.06 | 19.45 |
| 31200 | 15 | 19.53 | 19.92 | 20.32 |
| 41600 | 20 | 20.31 | 20.72 | 21.13 |

| Registrar II | | 3% | 2% | 2% |
|---------------------|------------------|-----------|-----------|-----------|
| Hours of Service | Years of Service | TBD | 11/6/2022 | 11/5/2023 |
| 0 | 0 | 16.45 | 16.76 | 17.07 |
| 4160 | 2 | 17.30 | 17.63 | 17.96 |
| 10400 | 5 | 18.12 | 18.46 | 18.81 |
| 14560 | 7 | 18.88 | 19.24 | 19.60 |
| 20800 | 10 | 19.69 | 20.06 | 20.45 |
| 31200 | 15 | 20.53 | 20.92 | 21.32 |
| 41600 | 20 | 21.31 | 21.72 | 22.13 |

| Covid Collection Assist. | | 3% | 2% | 2% |
|---------------------------------|------------------|-----------|-----------|-----------|
| Hours of Service | Years of Service | TBD | 11/6/2022 | 11/5/2023 |
| 0 | 0 | 15.00 | 15.30 | 15.61 |
| 4160 | 2 | 15.46 | 15.77 | 16.08 |
| 10400 | 5 | 15.92 | 16.24 | 16.56 |
| 14560 | 7 | 17.15 | 17.50 | 17.85 |
| 20800 | 10 | 17.75 | 18.11 | 18.47 |
| 31200 | 15 | 18.39 | 18.75 | 19.13 |
| 41600 | 20 | 18.83 | 19.21 | 19.59 |