

AGREEMENT

Between

NORTHERN PINES MEDICAL
CENTER AURORA, MINNESOTA

And

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

LOCAL UNION #2780

October 1, 2019 - September 20, 2022

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AGREEMENT

This Agreement, dated November 11, 2020, entered into by and between the Northern Pines Medical Center, AURORA, MINNESOTA, hereinafter referred to as the EMPLOYER, and LOCAL UNION NO. 2780 of the AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, affiliated with the American Federation of Labor and the Congress of Industrial Organization, hereinafter referred to as the UNION.

ARTICLE I **INTENT AND PURPOSE**

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

ARTICLE II **RECOGNITION**

Section A.

The Employer recognizes the Union as the exclusive representative for collective bargaining purposes of the employees of Northern Pines Medical Center, Aurora, Minnesota, in the unit composed of all casual, regular part-time and full-time employees, excluding office employees, laboratory and x-ray technicians, registered nurses, administrators and supervisor, as per certification of bargaining agency by the State of Minnesota, Bureau of Mediation Services, dated April 23, 1974.

ARTICLE III **CHECK-OFF**

It shall be a condition of employment that all employees of the Employer who are members of the Union on the effective date of this Agreement shall remain members and those who are not members on the effective date of this Agreement shall, after thirty (30) days of employment, become and remain members of the Union, or otherwise tender, to the Union, a core member fee. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its effective date shall, on completion of thirty days of employment, become and remain members of the Union, or otherwise tender, to the Union, a core member fee. Same shall be provided in accordance with the following.

It shall be understood that only upon the Employer receiving a signed authorized payroll deduction card or written authorization signed by the individual employee, the Employer shall deduct the appropriate amount of Union dues, or core member fee, as determined by the formula from the employee's base wage each pay period, and submit same to Minnesota Council 65, (118 Central Ave, Nashwauk, MN 55769) AFSCME, together with the listing of names of the employees from whose pay deductions were made, hours of work, and salary rate.

The parties recognize that an employee may choose to not sign or may properly revoke a check-off authorization which authorizes the Employer to deduct the equivalent of dues or core member fees from the employee's wages. In the event an employee does not have a valid check-off authorization in effect, it is the employee's responsibility to remit Union dues (or core member fees if the employee chooses to not become or remain a Union member) directly to AFSCME Council 65.

The Employer may only terminate deductions from the employee's wages upon the employee giving the Employer and the Union written notice of revocation of the check-off authorization pursuant to the terms of the check-off authorization. At that time, the Employer will discontinue further deductions.

Those employees opting not to become or remain Union members and who do not have a valid check-off authorization for the equivalent of Union dues in effect shall be assessed a core member fee as established and assessed by the Union, same not to exceed 100% of the assessed Union dues.

The Employer agrees to provide the Union with the name, address, hourly wage rate, hours of work and FTE, and other relevant information as is requested by the Union to assess required dues or fees and notify the employees of same. Such information shall be provided by the Employer to the Union on a monthly basis, in an electronic format, preferably Excel, along with the payment of the dues to Council 65.

The exclusive representative hereby warrants and covenants that it will indemnify and hold harmless the Employer from any liability or claim which any employee may have or claim to have arising out of or by reason of the deduction of the Union membership dues or core membership fee assessment specified by the exclusive representative as provided herein.

PEOPLE Deduction

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

ARTICLE IV
HOURS OF WORK

Section A.

The normal hours of work shall be a maximum of eight (8) hours per day and eighty (80) hours in a fourteen-day period. All hours worked in excess of eight (8) per day, or in excess of eight (8) consecutive hours or in excess of eighty (80) hours in a fourteen-day period shall be compensated for at the rate of time and one-half (1-1/2) providing such hours shall have been approved in advance by the employee's supervisor. There shall be no pyramiding of overtime and to the extent those hours are compensated at overtime rates, they shall not be counted as hours worked in computing overtime under the same or any other overtime provision. The normal work schedule shall not be construed as a guarantee of hours of work per day or per week.

Incidental Overtime

Incidental overtime shall be paid to the employee at fifteen (15) minute increments:

0 - 7 minutes	0 minutes
8 - 22 minutes	15 minutes
23- 37 minutes	30 minutes
38 - 52 minutes	45 minutes

All employees are to punch out immediately upon leaving their work area.

Section B. Shift times

The day shift shall be all shifts beginning between 5:00a.m. and 9:00a.m. The afternoon shift shall be all shifts starting between 11:00 a.m. and 5:00 p.m. The night shift shall be all shifts starting between 10:00 p.m. and 1:00 a.m. The night shift shall be the first shift of the workday. The shifts for the afternoon cook and aide will be 10:30 a.m. to 7:00 p.m.

Section C. Mealtimes and Rest Periods

All employees scheduled for eight (8) hours shall receive one (1) unpaid lunch break of one-half (1/2) hour or one (1) hour depending on department need, and two (2) paid fifteen (15) minute rest periods in each eight-hour shift at times designated by their immediate supervisor, except in an emergency work load in his/her department. All employees scheduled for a shift less than eight (8) hours but at least six (6) hours shall receive one (1) unpaid half (1/2) hour lunch break and one (1) paid fifteen (15) minute rest break. Management and the employee may mutually agree to waive the unpaid lunch break for six (6) hour shifts. All employees scheduled for a shift less than six (6) hours but at least four hours shall receive one (1) paid fifteen (15) minute rest break. In the event an employee is unable to take break(s) at the designated time, the break period shall be designated at an alternate time during the shift if possible.

Actual time for which a shift is scheduled (punch in to punch out) may exceed the hours compensated because employees are afforded time off from work because of lunch and rest or coffee breaks without "punching out" on their timecards. As an example: Employee A is scheduled 7:00 a.m. to 3:30 p.m. yet receives eight (8) hours pay. Employee A would normally, banning emergency workload in her/his department, have had time off for an unpaid lunch (1/2 hour) and two paid fifteen-minute rest breaks.

Employee B is scheduled 2:30p.m. to 9:00 p.m. yet receives six (6) hours pay. Employee B would normally, banning emergency workload in her/his department, have had time off for the unpaid lunch break (1/2 hour) and one paid fifteen-minute rest break.

Section D. Scheduling

Posting Schedules: Work schedules for a period beginning on Monday will be posted not later than the previous Wednesday, except in an emergency workload in his/her department. Management shall give advance verbal notice to an employee involved in a change in the schedule. Schedule shall be complete before posting whenever possible. Employees wanting special days off must put in their request at least three (3) days in advance of the posting of the schedule; provided, however, in the event of an emergency, such three (3) day requirement may be waived by mutual agreement between the Employer and employee.

Self-Scheduling: The parties agree that employees in all departments may utilize self-scheduling if a majority of employees in such departments elect self-scheduling. Departments electing to self-schedule

must do so in accordance with their department 's self-scheduling guidelines.

Section E. Call In/Call Off Pay

Call-In: When an employee is called in to work at a time other than his/her regular scheduled shift, he/she shall receive a minimum of four (4) hours pay at straight time rates.

Call-Off: If it is necessary to cancel an employee's regularly scheduled shift, management will make a reasonable attempt to provide the employee so affected with a minimum of four (4) hours' notice. When an employee reports for work in accordance with the schedule, without having been notified not to report and is subsequently sent home, he/she shall receive a minimum of four (4) hours work or four (4) hours pay in lieu thereof.

Section F. On Call Status

Mandated: No employee shall be required to be on call until such time that the Employer and the Union negotiate the terms of the employee's on-call status.

Voluntary: LPNs working in the Med Surg Department may choose to be on-call instead of having to take a force or work a double if approved by the Med Surg Supervisor. On-Call pay shall be the same hourly rate as minimum wage. Employees on-call will be expected to have a phone number where they are immediately available to take the call. The employee must report to the hospital within 30 minutes when needed.

Section G. Working Two Consecutive Weekends

When an employee is required to work on two consecutive weekends, he/she shall be compensated at time and one-half (1-1/2) rates for the second consecutive Saturday or Sunday. A Saturday or Sunday for which time and one-half has been paid shall be considered the same as a Saturday or Sunday not worked for calculating consecutive Sundays.

Section H. Split Shifts

There shall be no split shifts except in an emergency, or when specifically agreed upon between the Employer and the employee. Employees may mutually agree to divide and share extra shifts and/or overtime shifts, provided such exchange or sharing of shifts does not create overtime.

Section I. Extra Shifts and Overtime

The offering of other than scheduled work or overtime work in each classification shall be rotated as equitably as possible among the employees in such classification, except in the case of emergency work. For the purpose of this Section, the word "overtime" refers to extra shifts or works over 8 or 80 hours. If an employee, for whatever reason, refuses overtime work when offered, he shall not be contacted again until overtime has been offered to the remaining employees in such classification. When an overtime opportunity arises, employees will be offered such overtime in order of their seniority for the first such opportunity, and at the next overtime opportunity, the offer will be made starting on the seniority lists where the contacts for the last previous overtime opportunity ended. If overtime is needed and no one volunteers to work such overtime, the Employer will follow the process for mandating or forcing an employee to work a shift, as specified below. Departments will keep a schedule of overtime which may be viewed by employees of the department and said list shall be available for the Union upon request. The Employer shall follow the above process of offering overtime prior to offering overtime to non-bargaining unit employees.

Mandate/Force Process

The following process shall govern the mandate/force procedure for shifts that occur on the day of the request:

- 1) The mandate/force shall start with the least senior employee who has the least number of mandated shifts or forces. (New employees will be put on the force list with the same minimum as the current employee with least amount of forces)
- 2) An employee who volunteers to come in, shall be exempt from being mandated to work another shifts that same day.
- 3) If an employee is going to be mandated/forced to work a shift, and another employee volunteers to work, the shift will count as a mandated shift or force for the volunteer.

Replacement Call-In

When necessary to call a replacement for a scheduled shift, the call-in procedure shall be as follows:

1. Record information on the sequence rotation list.
2. Before beginning rotation, offer the shift to an employee who was cancelled for the same shift or a shift on the same calendar day (remember, 11-7 is the first shift of each the calendar day). If more than one employee was cancelled, offer the shift to the most senior employee of the appropriate classification.
3. Then begin rotation below the last recorded employee. Call all those part-time employees with an open shift.
4. Continue in rotation of seniority beginning after last employee called and offer the shift to the full-time employees with a day off who are not scheduled for 80 hours per schedule (7-1:30, 3-9, etc., full-time employees).
5. Continuing in rotation of seniority from that point, it becomes overtime and must be offered to each employee not scheduled for the shift needed.

An employee who is called in as a replacement shall be first notified if he/she is being called for a shift less than eight (8) hours and said employee shall then receive no less than four (4) hours pay. Unless it prevents us from meeting the needs of our patients, Management will endeavor to assign an employee called in as a replacement, to work the vacancy for which he/she was called.

Employees shall not be called for extra shifts or replacement call-in who:

- #1 - Have called in sick or are on a leave of absence
- #2 - Employees on vacation shall have an option to accept call-in and shall not suffer discipline for refusal. Such employee shall be granted vacation at another time or have the option to be compensated for same in lieu of such time off.

Section K. Exchanging and Forfeiting Shifts

The parties agree that in the event that all employees in the affected department refuse an opportunity to work a shift either at straight time or overtime, their supervisor reserves the right to allow the employees an opportunity to voluntarily exchange shifts or voluntarily split shifts. However, no shift exchange or split shift shall result in overtime (including but not limited to 16-hour shifts, back-to-back shifts, or doubles) unless approved by the employee's supervisor or designee.

The parties agree that four (4) exchanges may be made after the schedule is posted, provided that:

- a. There will not be more than four (4) exchanges per employee per quarter (January-March; April-June; July-September; October-December).
- b. The employee will find their own replacement. Exchanges must be done so as not to incur overtime for either party.
- c. The proper exchange form must be completed and submitted to management for approval. When forfeiting a shift, the exchange form must be signed by both employees.
- d. Employees will be allowed one (1) weekend occurrence to be forfeited per quarter. An "occurrence" shall be defined as Saturday or Sunday (individual days) or consecutive Saturday and Sunday (the entire weekend). Non-consecutive Saturday and Sunday will not be allowed. A weekend occurrence shall be counted as one (1) exchange.
- e. Weekend forfeiting may be done only AFTER the schedule has been posted. Forfeited shifts must be called in rotation to include all employees that are off on that day. Accepting employee understands that they are forfeiting premium pay.
- f. Exchange forms will not be required for a same day exchange but remain subject to written approval by the supervisor on the revised form.

Section L. FTE Creep

A regularly scheduled part-time employee who is scheduled for or consistently works additional shifts beyond those in her/his confirmed work agreement, may after six (6) months, request the average number of additional shifts worked in the preceding six (6) months to be added to her/his confirmed work agreement.

The Employer will consider, but not limited to the following factors:

- A. Whether the employee was filling in for a posted vacant position.
- B. Whether the employee was filling a temporary position, including any consecutive leaves of absence.

An employee shall have the right to challenge through the grievance procedure any perceived discrepancy between his/her regular schedules and his/her FTE.

This language shall be effective November 1, 2012.

Section M. Restorative Care Hours and Scheduling

The Restorative Care positions (COTA, CNA or LPN) will follow all language in the above referenced contract with the following exceptions:

1. The hours shall be as assigned by the DON, with flexibility allowed with DON's approval.
2. They will not work holidays.
3. They will only be replaced by another Restorative Care staff. If a Restorative Care staff member is not available, the Employer may use other staff to meet patient needs.
4. Each Restorative Care staff member will be scheduled to work alternating weekends or as deemed necessary by the DON.

ARTICLE V
DEFINITIONS

Section A. Full-time Employee

A full-time employee is an employee regularly scheduled to work forty (40) hours during a work week or eighty (80) hours in a pay period.

All full-time employees shall be scheduled the minimum hours required to be considered full-time in their departments, as defined in this section, prior to any employee by department being scheduled in excess of the defined minimum hours.

Section B. Part-Time Employee

Part-time employees are those employees routinely scheduled to work a minimum of forty (40) hours but less than eighty (80) hours per pay period. Part-time employees shall be scheduled their minimum hours before casual or temporary employees are called to work.

Section C. Casual Employee

Casual employees are those employees who are not regularly scheduled, work irregularly or occasionally as needed, and work less than 20 hours per week. A casual employee must be available to work two (2) shifts per month, including one weekend shift. Casual employees are not eligible for benefits under the provisions of this Agreement unless specifically stated otherwise. Casuals are entitled to seniority benefits and Holiday pay for hours worked on the Holiday. Casuals are bargaining unit members effective upon ratification. Casual work rules will follow all other work rules as outlined in this Contract. Casuals cannot be forced on the schedule for extra shifts; however, they can be mandated to stay for a double.

Section D. Temporary Employee

Temporary employees fall outside the scope of this labor Agreement and therefore they do not accrue seniority or other benefits (this does not include bargaining unit members in temporary positions). They are hired to work for a limited duration, not to exceed ninety (90) days unless by mutual agreement between the Employer and the Union. They may be terminated at the end of the designated hiring period

without just cause, and they shall not have access to the grievance and arbitration provisions of this Agreement. This includes student hired to work during their school breaks or during school vacations. If a temporary employee becomes regularly employed at NPMC, his/her seniority hours will begin upon the initial date of regular employment.

Section E.

An employee who elects to receive Social Security benefits, but continues to work, must fulfill all obligations of his/her employment at whatever status he/she is employed.

Section F. Students

Students (Defined as high school students or full-time college students with 12 or more credits) may be employed throughout the school year under certain conditions. They may be scheduled for no more than their current FTE unless mutually agreed to. A student may voluntarily pick up a total of four (4) additional shifts per pay period, including overtime shifts. The high school students will be scheduled for shifts between the hours of 4:00 p.m. and 9:00 p.m. Monday- Thursday and full days, afternoons and night shifts, on the weekend. High School Students will be exempt from working mandated shifts, overtime or otherwise. College students can be mandated during the weekend shifts (starting Friday and ending Sunday afternoon). If the student agrees, he or she may be scheduled for full shifts throughout the week. Students will be required to work every other weekend, at a minimum.

Section G. Regular Scheduled Weekend Shift

The Saturday or Sunday shift the employee is scheduled to work. This does not include any "extra" weekend shift the employee elected to work.

Section H. Vacant Shifts

Those shifts that are open after all other employees have been scheduled a weekend shift (Saturday and Sunday).

Section I. Alternative Weekend Shift

A Saturday or Sunday shift which is scheduled in such a way as to not incur overtime pay. This can generally only be done by scheduling the makeup shift on the employee's regular weekend off. In the case of the full-time employees that are regularly scheduled 80 hours per pay period, an additional day off during the week must be scheduled off to prevent the occurrence of overtime pay. The alternative weekend shift may not always be of equal value to the shift lost, for example: An employee may be required to work a 6 hour shift as their alternative weekend shift and schedule themselves off one of their regular 8 hour shifts, however, the employee may seek an exchange of the weekend shift with another employee, in order to maintain hours equal to those given up, providing the respective employees have the qualifications to perform the work. It is understood that the alternative weekend shift scheduling must be done prior to the posting of the schedule.

Fails to report for work - Not completing a scheduled shift

(Includes leaving early for illness, Personal reasons, etc.) If the employee elects to go home, the employee will be required to submit an acceptable physician excuse or schedule themselves an alternative weekend shift. If the employee is directed to leave by the RN or ER on-call physician, it will be considered an approved leave and the employee shall not be required to schedule an alternative weekend.

Disciplinary Actions

An employee that does not schedule themselves for an alternative weekend within the following 6-week period will be subject to disciplinary action providing there was an open weekend shift available at any time during that 6- w e e k time frame. In the case where the only vacant shift occurs during the employee's scheduled vacation, the employee will not be subject to disciplinary action.

ARTICLE VI HOLIDAY PROVISIONS

Section A.

The following days shall be considered holidays under this Agreement:

- New Year's Day
- Easter Sunday
- Memorial Day
- July Fourth
- Labor Day
- Thanksgiving Day
- Christmas Day

Employees working the afternoon shift on Christmas Eve and/or New Year's Eve, shall be granted New Year's and Christmas Day holiday premium.

The Employer agrees to grant one (1) personal holiday for each 1,040 hours worked to those Employees who have an assigned FTE of 0.5 or greater. For this section, hours paid are considered hours worked. Current employees will be credited with their personal day on January 1, 2012 if they worked at least 1040 in 2010.

Section B.

Any employee who has an assigned FTE of 0.5 or greater, and who has completed his/her probationary period, shall receive the above paid holidays, pro-rated for FTE status, provided he/she performs work or is on vacation in the payroll period in which the holiday occurs. The employee must work as scheduled or assigned both on his/her last scheduled work day prior to, and on his/her first scheduled work day following the holiday, unless he/she has failed to do so because of good cause, as may be agreed upon between the Employer and the Union.

Section C.

Employees with an assigned FTE of 0.5 or greater shall be compensated at one and one-half (1-1 ½) times his/her hourly rate for all hours worked, plus the regular holiday pay. Employees will be paid double time and one-half (2 1/2) times for all hours worked on the Holiday.

Section D.

When a holiday falls during an eligible employee's vacation period, he/she shall receive the appropriate holiday pay for that day, in lieu of vacation time. Likewise, when a holiday falls on an eligible employee's scheduled day off, he/she shall receive the appropriate holiday pay for that day.

Section E.

Holidays will be self-scheduled by seniority. In the event there are unfilled shifts after all employees have had the opportunity to fill in their schedules, the remaining shifts will be scheduled in inverse order, from the least senior employee to the most senior employee. Those employees on a scheduled week of vacation shall be exempt from working the holiday.

Section F.

Partial shifts between two (2) employees shall be allowed on holidays after the schedule is posted. Employees must complete an exchange form and submit to management; however, it will not be counted as a quarterly exchange.

ARTICLE VII
VACATIONS

The vacation benefit will only apply to those bargaining unit members employed by Northern Pines Medical Center as of September 30, 2010 and hold a defined FTE of 0.5 or greater.

Employees are eligible to begin using accrued vacation immediately. Vacation benefits are accrued based on total hours worked as outlined in the table below.

Section A.

Hours of Service	Accrual Rate for Each Hour worked	Annual Rate	Max Accrual
0- 4159	0.03846	80	120
4160-6240	0.05769	120	180
6241-and over	0.07692	160	240

Hours of Service equals Hours paid in the above schedule.

One additional day of vacation shall be added as follows:

- 1 day at 41,600 hours (20 years)
- 1 additional day at 52,000 hours (25 years)
- 1 additional day at 62,400 hours (30 years)

Employees may use their vacation hours and unpaid leave to allow them to take up to the 2, 3, or 4 weeks of vacation time or wherever they are at in the schedule if they do not have enough vacation hours.

Vacation, personal days, and recognition days can accrue up to a maximum of one and one half 1.5 times (1.5 x) the employee's annual accrual rate.

Section B. Recognition Day

Only those employees who are employed by the Employer on September 30, 2010 and meet the eligibility requirements shall receive a Recognition Day as follows: An employee who acquires twenty thousand eight hundred (20,800) seniority hours shall be compensated for one (1) additional eight (8) hour day of pay per calendar year, at the employee's regular rate of pay; provided, however, after the first year in which an employee qualifies, such compensation shall be pro-rated based upon the average hours worked by the employee. An additional recognition day will be granted to an employee who has reached 31,200 hours (15 years) of seniority hours. The employee will be notified on the annual notification of earned time.

The first year that an employee is expected to reach the required number of hours they shall receive their recognition day in their vacation/PTO balance. Upon reaching 20,800 hours and the 31,200 hours, the employee will receive their recognition day or days and then receive it on January 1st every year thereafter.

Section C.

Fully earned vacation pay will be paid when the employee takes his/her vacation if the employee makes a request for same in writing.

Section D.

All choices of vacation shall be granted in accordance with Section E, an employee's seniority.

Section E.

All employees shall use the master vacation form provided for each department to make their requests for vacation periods known. In determining vacation periods, senior employees shall have first choice of vacation time. An employee's first choice shall be limited to a maximum of two weeks off at one time.

Subsequent vacation choices shall then rotate through in seniority order.

After all initial selections have been made, the most senior employee shall make his/her second and third choices, etc., in accordance with the same rotational method.

Selection for first, second and third choices, etc., shall each be completed in a two-week period, with such selection commencing on November 1st of each calendar year and completed no later than December 31st of said year. In the event vacation selection has not been completed by all employees within each designated two (2) week period, the schedule clerk shall contact each employee who has not indicated his/her choice, and said employee is required to make his/her vacation selection at that time.

Section F.

A week's vacation shall be construed to be a calendar week beginning on Monday. Employees may opt to take their last week of vacation in one day blocks. Said days must be during the week, not Saturday or Sunday, and shall not be tied in with holidays, unless otherwise mutually agreed to between the employee and the Hospital personnel responsible for scheduling such vacation.

Section G.

Casual employees shall not be entitled to vacation pay.

Section H.

Full-time employees who take a vacation in a five (5) day block shall be scheduled a total of ten (10) days in combination with the scheduled days of work.

Section I.

Vacations for regular part-time employees will be based on the above time schedule.

ARTICLE VIII
Paid Time Off (PTO)

Paid Time Off ("PTO") Program is designed to meet an individual employee's need for personal time off or cash conversion.

PTO days may be used for vacation, illnesses, family emergencies, health or dental care, personal business and/or other elective absences. In accordance with MN Statute 181.9413, employees shall be allowed to use PTO leave days with pay due to a verifiable illness or injury to the employee's immediate family, which would include child, adult child, spouse, sibling, parent, grandparent, those who live in the household or stepparent for reasonable periods of time as the employee's attendance may be necessary.

Grandfathered employees with an authorized FTE of 0.6 or greater and who are earning vacation benefits and sick leave under Articles VII and Article VIII are not eligible to participate in the PTO Program. However, such grandfathered employees will be afforded a one-time opportunity to convert to the PTO Program annually between January 1 and February 28

Employees hired after the ratification of this agreement and who are hired with an authorized FTE of 0.6 or greater will participate only in the PTO Program. PTO accrual is based upon actual hours worked.

Payment of PTO will be made at the employee's regular rate of pay.

Accrual of PTO commences upon hire. Employees are eligible to use accrued PTO immediately.

Accruals

ACCRUAL TABLE FOR PTO

Years of Service	Accrual Rate	1.0 FTE Annual Accumulation (in Days)
0<3	0.06538	17
3<6	0.06920	18
6	0.07692	20
7	0.08076	21
8	0.08461	22
9	0.08846	23
10	0.09230	24
11	0.09615	25
12	0.10000	26
13	0.10384	27
14+	0.10769	28

The maximum accumulation in an employee's PTO Bank will be two times (2) times the employee's annual accrual. When the employee reaches the maximum accumulation, the accrual then begins in the employee's Reserve Bank. A maximum of four-hundred and eighty (480) hours may accumulate in the Reserve Bank. When hours are used in the PTO Bank, accruals end in the Reserve Bank and begin again in the PTO Bank.

Requests.

Requests for PTO must be submitted to the employee's immediate supervisor as far in advance of the requested time off as possible. The immediate supervisor shall respond to requests for time off in advance of the date(s) requested, in accordance with department guidelines.

In the event of an unexpected illness or emergency, the employee is expected to provide as much notice as possible.

Management may limit the granting of PTO to assure proper staffing levels.

Notwithstanding the above, approval of PTO requests will be based upon total seniority within each department according to departmental guidelines and will be coordinated with requests for Vacation time off from those employees covered under the Article 7 (Vacations). Management will review PTO and Vacation guidelines with staff on an annual basis, if requested. The Employer has the sole right to determine proper staffing levels.

Reserve Bank

An employee may opt to transfer any or all the excess hours from her/his PTO Bank on a one for one basis to her/his Reserve Bank twice per year (June 1st and December 1st. A total of 40 hours must be left in the PTO Bank after hours have been transferred to the Reserve Bank.

Hours may accumulate in the Reserve Bank in the following ways: (A) accrual rollover from the PTO Bank upon reaching the maximum; or (B) optional transfer from the PTO Bank.

Once an employee has used three (3) consecutive days per calendar year of Regular PTO for illness or accident the employee may access her/his Reserve Bank following the first day of the illness or accident. If the employee elects to draw from her/his Reserve Bank, she/he will continue to draw down the Reserve Bank until the Reserve Bank balance is depleted.

Sell Back

Employees may "sell back" (cash out) Reserve Bank hours. A balance of forty (40) hours must be left in the Reserve Bank when selling back. Employees electing to sell back of Reserve Bank hours must submit an irrevocable election by December 31 of the calendar year immediately preceding the calendar year in which the Reserve Bank hours will be cashed out and payment made. The Employee may elect to have the payment made twice per year (June 1st and December 1st).

Payments will be made according to the following Schedule:

<u>Years of Service</u>	<u>Payment Percentage</u>
0 – 2	-0-
2 – 5	25%
5 – 8	40%
8 – 11	60%
11 – 14	80%
14+	100%

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

Bonus:

Employees with an authorized FTE of 0.6 greater will receive a one-time bonus of PTO hours based upon the following schedule, pro-rated for FTE status.

20 years of Service	5 Days (40 Hours)
25 years of Service	5 Days (40 Hours)
30 years of Service	5 Days (40 Hours)

An employee from outside the bargaining unit who transfers into a position covered by this CBA will, if under the vacation/sick plans, have her/his unused vacation hours and sick leave hours converted to PTO in accordance with this Article.

Bargaining unit members will have the option to elect to convert to PTO annually through. Once such change is elected, the employee will not be able to return to Vacation and Sick. Employees electing this option shall have their unused vacation and sick leave accruals converted to PTO in accordance with the following:

- (A) Vacation hours will be rolled into the regular PTO bank, to a maximum of two (2) times the annual PTO accrual. Vacation hours in excess of the maximum shall be rolled into the Reserve Bank and subject to the sellback provision under this Article.

(B) Up to forty-eight (48) hours of sick leave shall be rolled into the regular PTO bank. Any remaining hours of accumulated sick leave shall be placed into a "Sick Leave Bank."

Once a bargaining unit member's Sick Leave Bank hour have been exhausted, that bank will be terminated

ARTICLE IX **SICK LEAVE**

Section A.

The sick leave benefit will only apply to those bargaining unit members employed by Northern Pines Medical Center as of September 30, 2010 and hold a defined FTE of 0.5 or greater.

Full and part-time employees, after obtaining five hundred twenty (520) hours of employment, shall be credited with one (1) day of sick leave with pay for every 173.3 hours of work and may accumulate any unused sick leave up to a maximum of 700 hours. Maximum accumulation to remain at 700 hours.

After an employee has reached 700 hours, an employee may trade in those hours in excess of 700 hours at the end of any calendar year at the rate of 40 hours sick leave pay for one day (8 hours) of vacation pay. The excess accumulation will start July 1, 1996, and vacation bonus will be taken on a calendar year basis beginning January 1, 1997. The excess hours not traded in for vacation cannot be accumulated to the next year.

In accordance with MN Statute 181.9413, employees shall be allowed to use sick leave days with pay due to a verifiable illness or injury to the employee's immediate family, which would include child, adult child, spouse, sibling, parent, grandparent, those who live in the household or stepparent for reasonable periods of time as the employee's attendance may be necessary.

Section B.

Sick leave pay shall be calculated on the basis of a day shift and at straight time earnings.

Section C.

It is agreed that the daily sick leave benefit payable to an employee when his absence has been caused by an industrial illness or accident shall be the difference between benefits payable to him/her under the Worker's Compensation Law and the sick leave benefit otherwise due, and the employee's sick leave account shall be charged accordingly. The employee shall have the option to receive only those benefits payable under Worker's Compensation and not draw on the sick leave account.

Section D.

Upon returning from sick leave an employee may be required to present a certificate of illness from their physician.

ARTICLE X SENIORITY

Section A.

Department seniority standing shall be granted to all employees. The standing is to be determined on the basis of the total number of hours worked for the Employer while members of the bargaining unit. All new employees shall be placed on the seniority list after the completion of a probationary period of 520 hours. The training period of all staff will be individually assessed by the supervisor. All new employees shall be paid at the probationary rate as indicated in the current wage scale, unless otherwise specified in the CBA. The seniority rights shall revert to the first day of employment, except that the probationary period may be extended by mutual agreement of the Employer and the Union.

An employee on layoff shall not accumulate continuous service for vacation purposes. In the event of a layoff, employees shall be laid off according to seniority with the junior employees being laid off first. Employees shall be recalled according to seniority in the inverse order of layoff.

Section B.

Seniority shall be terminated under the following conditions:

1. when an employee voluntarily resigns,
2. when an employee is dismissed for cause,
3. when an employee retires,
4. when an employee is on total disability continuing for a period of two (2) years,
5. when an employee fails to report back to work within two (2) weeks after callback, unless he/she is unable to report because of illness. However, an employee must communicate by registered certified mail with the Employer as to his availability within one (1) week after receipt of notice of callback.
6. when an employee is on layoff status for more than one (1) year.
7. when an employee fails to apply for re-employment within statutory limitation after honorable discharge from military service.

Section C. Alternative Work Assignments

The Employer may, rather than reduce hours or layoff, assign employees to work that they are qualified to perform in other departments in reverse order of seniority, keeping the employee at their regular rate of pay, unless assigned to a higher paying job.

Section D.

If an employee is transferred, with his/her consent, to a position outside the coverage of this Agreement, he/she shall retain, but not accumulate, bargaining unit seniority.

In cases where an employee applies for a posted position in the bargaining unit, and transfers from one classification to another in a different department, said employee shall not lose seniority standing, but shall have his/her seniority in the former department frozen, and shall accumulate departmental seniority rights in the new department only for the amount of time worked in the new department.

In cases of transfer from one classification to another, employees involved in the transfer shall not lose seniority standing, but shall have frozen rights in the old department and shall accumulate seniority

rights in the new department only for the amount of time worked in the new department.

Section E.

The Employer shall post the seniority list, inclusive of hours, on the first day of the month beginning each January 1, April 1, July 1 and October 1.

Section F. Cancelling/Bumping Procedure- Nursing Services

1. If an employee in Nursing Service is cancelled/bumped, it is that employee's responsibility to initiate the bumping process.
2. If an employee has been cancelled/bumped and she/he declines to bump, she/he then forfeits her/his right to bump, for that time only.
3. Bumping is to be done in forward sequence only. NEVER BACKWARD: Example: 7-3 employee may bump 7-3, 3-11 and onward; but not the 11-7 before her/his cancelled shift.
4. An employee shall not be allowed to bump for shifts if it involves shifts over 8 hours a day or over 8 consecutive hours.
5. Full-time employees may opt to bump full or part-time employees, regardless of part-time employee's seniority.
 - a. In the event a full-time employee is cancelled or bumped, the employee may opt to bump into the next available shift of equal hours by seniority preference, or said employee may opt to bump a junior employee regardless of the junior employee's scheduled hours, in an effort to maintain the senior employee's normal scheduled hours.
 - b. Part-time employees may opt to bump part-time employee's junior to their own seniority.
 - c. Part-time employees will not bump full-time employees, regardless of their own seniority standing.
6. All Other Departments:
An employee called in to work shall fill the vacancy for which he/she was called.

ARTICLE XI
VACANCIES

Section A.

Prior to or instead of posting a vacancy, the Employer, in its sole discretion, may offer employees within the classification in the department where the vacancy would otherwise occur an opportunity to increase or decrease FTE, so long as the current FTE total in that classification and department does not change. This option, if offered, will be open to all employees and awarded based on seniority among those expressing interest, provided the incremental FTE increases/decreases meet the department's scheduling needs. The Employer shall notify the Union President or the Staff Representative when this option is offered. Any remaining available FTE may in turn be posted in accordance with the language in Article XI.

Section B.

If the Employer creates a new position in this bargaining unit, or a vacancy exists, such vacancy shall be posted on the bulletin board for seven (7) calendar days. The date and time of such posting shall be duly noted on said posting. Any employee may apply in writing for such vacancy during such seven-day period. The Employer, during such seven-day period, may assign temporarily any employee to such vacancy. The senior employee in said Department making application shall be transferred to fill the vacancy or new position using current up-to-date department hours provided such employee meets the minimum qualifications for the position. If there is no applicant from said department, the most senior bargaining unit employee shall be transferred to fill said vacancy via the posting procedure provided he/she has the necessary qualifications (certification or license) to perform the duties of the job involved. Current up-to-date seniority hours shall be used to determine seniority on postings.

Section C.

If the Employer chooses to post a temporary vacancy, the position shall be first offered by seniority to qualified bargaining unit employees within the same job title and department and after that, according to section A. An employee may be reassigned to a temporary vacancy provided he/she is qualified. The employee shall remain there for the duration of the temporary vacancy and be returned to his or her original position upon its completion.

Section D.

No employee may be permanently transferred without the employee's consent.

Section E.

The applicant selected to fill a vacancy, via the posting procedure, shall for the first fourteen (14) calendar days following said transfer, be considered on a trial period. Such employee may, at the employee's option, be transferred back to the employee's former position or, the Employer may transfer the employee back to the employee's former position.

Newly hired employees and successful internal candidates are precluded from bidding on another job for six (6) months or at the Employer's discretion. Successful internal candidates who returned to their previous position during the trial period shall be precluded from bidding on another job for six (6) months except at the Employer's discretion.

Section F.

The Employer shall post the seniority list, inclusive of hours, on the first day of the month beginning each January 1, April 1, July 1 and October 1.

ARTICLE XII
LOW NEED

Low Need.

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

- a. Employees who are on an overtime status shall be released, including any employees who, if allowed to work, would reach overtime status by the end of the shift;
- b. Students (not to include students or temporary employees who are not replacing regular FTE), casual employees or temporary employees shall be released;
- c. The Employer shall seek volunteers starting with the most senior employee within the affected department by job classification who is working an extra shift.
- d. If there are no volunteers from among those working extra shifts, the Employer shall seek volunteers starting with the most senior employee within the affected department by job classification.
- e. Volunteers shall agree to full shift increments or those hours remaining to be considered a full shift.
- f. If there are no volunteers, any employee working an extra shift will be released from work and, if necessary, the low need day will be assigned in reverse order by seniority within the affected department and job classification. If the low need day occurs after the schedule is posted, the employee who either volunteers to take off or is assigned to take the day off may use Vacation/PTO/Personal Holiday time up to their authorized FTE.
- g. The Employer reserves the right to assign up to 60 hours of Low Need Time per employee per calendar year but shall be limited to one occurrence per employee per month. Assigned Low Need Time shall be scheduled in inverse seniority and based on current Employer needs.

ARTICLE XIII

Procedure for Permanent Reduction in Hours or Layoff

1. In the event of a permanent layoff the Employer shall first seek volunteers in the affected job classifications. The process shall be based on seniority by asking the most senior employee in that classification first, where the layoff reduction is necessary. The Employer will remind employees during the volunteer process, that a reduction in FTE may impact their benefit status. Each employee shall be responsible and accountable for making the decision to reduce FTE.
2. If additional reductions or layoffs are needed, the Employer shall reduce hours and/or layoffs starting with the least senior employee in the affected job classification where the layoff and/or reduction is necessary. In the case of a tie, seniority status will be determined by the flip of a coin.

3. The Employee initially selected for layoff shall be given a fourteen (14) day notice in advance of the layoff. The Employee may exercise his/her bump option or accept the layoff any time within the fourteen (14) day notice period. This notice period shall not apply to a reduction in force caused by a natural or human made disaster, catastrophe, or other cause for which the Employer could not reasonably be expected to plan in advance.
4. An employee who will be displaced as a result of the bumping process shall be given as much notice possible but not less than 2 (two) business (M-F) days.
5. The bumped employee may exercise his/her bump option, if one is available, or accept the layoff any time within the two (2) business (M-F) day notice period.

Seniority Rights and Bumping

If a vacancy exists within the affected job classification at the time of layoff, and such vacancy is the same FTE status as the position being eliminated, the employee subject to layoff shall be placed in the vacant position. If more than one such vacant position exists, the employee subject to layoff may choose into which position s/he will be placed.

- a. If no vacancy exists within the affected job classification, at the employee's current FTE level, the employee must choose one of the following options:
 - Fill a vacant position at a different FTE level in the affected job classification; or
 - Bump a less senior employee in the affected job classification whose FTE status is equal to or lower than the employee's current FTE status; or
 - Bump a less senior employee whose FTE status is equal to or lower than the employee's current FTE status, in another job classification equal to or lower than the employee's current pay grade level, provided he/she is qualified for the position and can perform independently in the position within two weeks (10 working days); or
 - Accept the layoff.

The steps identified shall continue for each employee who is bumped out of his/her position, until the bump options are exhausted, and the employee must take the layoff.

- a. The bump options are exhausted, and the employee must take the layoff.

In determining whether a senior employee is qualified, the Employer shall consider the minimum qualifications for the position and whether the employee can perform independently in the position within one (1) week, five (5) working days. The Employer shall make the determination as to whether the employee possesses the necessary qualifications and shall provide such qualifications in writing to the Union. A determination that an employee is not qualified for a position shall be subject to the grievance procedure.

If a senior employee is laid off and declines to exercise his/her seniority to remain working in a classification where he/she can perform and where work is available, he/she shall remain off work until one of the following first occurs: 1) the laid off employee is recalled to a position in his/her classification,

or 2) the employee's seniority rights have expired.

If an employee transfers from a classification within the bargaining unit, to a classification with the Employer which is outside said unit (including a supervisory position), the terms and conditions of this Agreement shall not apply. If the employee transfers back into a position within the bargaining unit, within twelve (12) months of his/her initial layoff date, the employee shall be credited with the seniority accrued prior to transferring out of the unit. Employees shall be rehired according to seniority in the inverse order of layoffs.

ARTICLE XIV LEAVE OF ABSENCE

Section A. FMLA

The Essentia Health Policy) on Family and Medical Leave (FMLA), or any successor policies provided such policies contain no changes detrimental to employee rights, shall govern leaves of absence under this collective bargaining agreement except for areas specifically addressed elsewhere in this collective bargaining agreement and those items listed below.

Employees will be required to use available paid time off (vacation, sick, PTO) for the duration of any approved full Family Medical Leave (FMLA) but may retain a balance of 80 hours of paid time off or vacation. Employees will be required to use available paid time off (vacation, sick, PTO) until exhausted for the duration of any approved intermittent Family Medical Leave (FMLA).

Section B. Disability Leave of Absence

1. A disability leave of absence shall be granted to any employee at such times as he/she has exhausted all of his/her accumulated sick leave benefits and in the event his/her illness or disability continues after such time; provided, however, that in no event will such disability leave be of a longer duration than two (2) years from the date the employee became ill or otherwise disabled.
2. During such disability leave, the employee shall continue to accumulate seniority , but only for the purposes of layoff, rehiring, and the filling of vacancies; provided, however, employees on Worker's Compensation shall be granted seniority credit for all purposes of the Agreement, for all hours paid by the Employer and Worker's Compensation insurance , and the employee will be credited with seniority when the employee has received notice of employee hours from Worker's Compensation Insurance, and the employee returns to work .
3. During such disability, and as a condition of its continuance, the employee, when requested by the Employer, shall furnish the Employer with a physician's certificate at intervals of three (3) months or more, as may be requested by Employer, certifying as to employee's inability to return to work because of such illness or disability during the entire interval covered by such certificate.

Section C. Parenting Leave

A parental leave of absence shall be granted a full or part-time employee. An employee must furnish the Employer with a request for a parental leave. A parental leave shall be granted in accordance with

the provisions of the existing law, including the verification from the physician for the parental leave. During such parental leave, the employee shall continue to accumulate seniority. Requests for parental leave shall be submitted in writing to the department head one month prior to the date of leaving. Replacement shall be temporary and may be terminated when the regular employee returns provided, however, that the notice of the temporary nature of the employment is given the employee and the Union at the time of hiring the replacement.

Section D.

The requesting practice for leaves of absence shall be governed by the employer policy related to such leave.

Section E. Bereavement Leave

1. Three (3) days absence without loss of pay shall be allowed an employee in the event of a death of a member of the employee's immediate family, namely spouse, significant other, child, stepchild, parent, parent-in-law, sister, brother, stepsister, stepbrother, grandparents, step-grandparents, great-grandparent, grandchildren, step-grandchildren, foster children, spousal grandparents, son-in-law, daughter-in-law, brother-in-law, sister-in-law, niece, nephew, aunt and uncle, or legal guardian. Parent shall mean parent of the employee or spouse whether such parent is the natural parent or stepparent.
2. EXTENDED BEREAVEMENT LEAVE: A leave not to exceed one (1) month shall be granted to an employee in the event of death in the immediate family, if the employee's role in the family is such that his/her personal attendance in the given situation is required. This period may be extended by approval of the Employer.
3. An employee who must travel over 500 miles to attend such funeral shall receive an additional two (2) days absence without loss of pay. Such absent days shall not be deducted from sick leave.

Section F.

An employee, upon returning to work after a leave of absence, shall be slotted back into the last position held prior to his/her leave of absence consistent with seniority and efficiency of operation.

ARTICLE XV
Discipline and Termination of Employment

Section A.

Upon completion of the probationary period, employees shall only be disciplined or terminated for just cause. The Union or the employee so discharged may protest such discharge within ten (10) days of the time of discharge by invoking the regular grievance procedure (See Article XV, Grievance Procedure).

Any formal disciplinary action to be taken against an employee may be handled in the presence of the employee and his/her Union Representative or grievance committee person if the employee requests representation. The Employer Administration may have representation of personnel who are involved with the issue.

Section B. Termination of Employment

An employee who fails to report to work as scheduled also fails to furnish the Employer with a justifiable excuse for an unforeseen emergency, within forty-eight (48) hours of the missed shift or if an employee fails to report to work as scheduled following the expiration of a leave of absence, such employee shall then be presumed to have resigned from the service of the Employer, and his/her seniority and employment shall be terminated;

Section C. Employee Discipline

It is mutually understood and agreed that the concept of progressive discipline shall be recognized in implementing and administering disciplinary procedures. It is further understood that potentially serious violations of policy work rules may dictate discipline outside the normal progression.

When an employee exhibits behavior or conduct that interferes with patient care or the efficient operation of the department, the employee will be subject to a Corrective Action Plan (C.A.P.) following the normal disciplinary progression. All formal disciplinary action will be administered in a written format and placed in the employee's personnel file.

- A. On the first offense, an employee shall receive a verbal warning.
 - B. On the second offense, an employee shall receive a written warning.
 - C. On the third offense, an employee may be suspended up to three (3) working days without pay at the Employer's discretion.
 - D. On the fourth offense, an employee shall be involuntarily terminated.
- A verbal warning shall not be used for further disciplinary action after a period of one (1) year.
 - A written warning shall not be used for further disciplinary action after a period of one- and one-half years (1.5) years.
 - A suspension shall not be used for further disciplinary action after a period of two (2) years.

There may be times when disciplinary action may be taken against an employee that does not follow the normal progression of steps. The following list provides examples, though not exhaustive, of situations when more severe disciplinary action, including dismissal, may be warranted:

1. Disclosing to unauthorized persons confidential or privileged information, including patient information.
2. Mistreatment, abuse, or neglect of patients.
3. Dispensing or personal use of prescription drugs without the approval of a physician.
4. Consumption or possession of illegal drugs or alcohol on Employer premises.
5. Theft.
6. Threatening behavior or fighting on Employer premises.
7. Insubordination (refusal to perform duties assigned by a superior or to follow reasonable direction given by a superior), provided such duties are not of themselves illegal acts or unsafe acts.

The following statement shall be included on the C.A.P. administered to the employee: "The employee's signature on this document does not signify agreement with its content."

Section D. Personnel File.

Under Minnesota Statute. (SS181.960 – 181.966), employees have the right to review their personnel file every six months (6) months. The Essentia Health (EH) Policy #A 1016 on Employment Record/Release

of Employment Information, dated May 15, 2012, as updated from time to time, shall govern employee access to their personnel records, except for items specifically addressed in this article or elsewhere in the collective bargaining agreement. In accordance with Attachment A of the policy, employees must submit a Request to Review Employee File form to the Human Resources office to receive a copy of their personnel file. Upon receiving the request Human Resources will forward a copy to the employee via US Mail or the employee may arrange to pick up a copy at the Human Resources department. Face to face appointments are no longer required.

The union representative may obtain a copy of an employee's personnel file when necessary to carry out its representational function (s) if authorized in writing by the employee for grievance purposes.

ARTICLE XVI BULLETIN BOARD

The Union will be allowed to erect a bulletin board of reasonable size to be placed in such part of the Hospital as may be mutually agreed upon between the Union and the Employer, for use by the Union.

ARTICLE XVII GRIEVANCE PROCEDURE

Section A. Definition of Grievance

A grievance is any claim alleging a violation of specific terms and conditions of this Agreement.

Section B. Time Limits

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

Section C.

The steps in the grievance procedure are as follows:

Step 1. Within ten days of an alleged incident giving rise to the grievance, the employee shall informally discuss the grievance with his/her immediate supervisor. The employee may choose to have a Union steward present at this meeting. The Union Staff Representative shall have a right to directly discuss the grievance with Essentia Health's Employee and Labor Relations staff in an attempt to resolve the grievance.

Step 2. In the event that no settlement is reached at Step 1, it shall be reduced to writing, specifically listing the provisions of the Agreement that were allegedly violated. The written grievance shall be submitted to the facility administrator and a copy shall be mailed or faxed to the Employee and Labor Relations office within twenty (20) calendar days from the date of occurrence. If the employee's supervisor is unable to meet prior to this deadline, the grievance may be initially submitted at Step 2. A grievance related to pay shall be timely if received by the above named within fifteen (15) calendar days after the pay day for the period during which the alleged violation occurred.

Within fifteen (15) calendar days following receipt of the grievance, the AFSCME Staff Representative, the Employee and Labor Relations staff member, the employee, the employee 's supervisor and the union steward shall meet in an attempt to resolve the grievance. The Employer shall submit a written response to the grievance within fifteen (15) calendar days of such meeting to the following:

1. AFSCME Local 2780 President
2. AFSCME Union Staff Representative
3. Grievant

Step 3. In the event that no settlement is reached at Step 2, the grievance shall be appealed to the Essentia Health's Director of Employee and Labor Relations, or designee, within fifteen (15) calendar days from the date of receipt of the Employer's response to the Step 2 grievance meeting. Within fifteen (15) calendar days following receipt of the grievance by the above named, the Director of Employee and Labor Relations, or designee, and the AFSCME Staff Representative, as well as the original grievance participants, will meet in an attempt to resolve the grievance. The Employer shall submit a written response to the grievance within fifteen (15) calendar days of the Step 3 meeting to the following:

1. AFSCME Local 2780 President
2. AFSCME Union Staff Representative
3. Grievant

Step 4. In the event no settlement is reached at Step 3, the parties may, upon mutual agreement, submit the matter to grievance mediation. During the mediation process, the time limits in this Article shall be suspended. A mediator from the Federal Mediation and Conciliation Service (FMCS) shall be used, unless the parties mutually agree to another source. If an agreement is reached through mediation the agreement shall be reduced to writing. If an agreement cannot be reached, the issue may be moved to arbitration. The parties recognize the laws governing mediation and the role of the federal mediator.

Duly authorized representatives of the Union shall have the right to accompany the Union grievance committee at all times in the discussion or adjustment of grievance; provided, however, that all such Union representatives and members of the grievance committee shall perform such functions on their own time.

Step 5. In the event no settlement can be reached between the Employer and the Union as provided by normal grievance procedure, the dispute may be submitted to arbitration. The written request for arbitration must be received by the Director of Employee and Labor Relations, or designee, within fifteen (15) calendar days from the date of receipt of the Employer's response to the Step 3 grievance meeting, or within fifteen (15) calendar days of the grievance mediation provided resolution was not achieved. Such an appeal to arbitration shall be made in writing and served on the other party.

The parties agree that for the purpose of selecting an arbitrator, they shall submit to the Federal Mediation and Conciliation Service for a list of arbitrators. Upon receiving the list, the parties shall select one name as the arbitrator to hear the case. The method in the selection shall be by virtue of the parties alternately eliminating one name at a time until one name remains. The remaining name shall be the arbitrator who shall make the decision regarding the grievance. The first strike shall be

determined by the flip of a coin. The decision or award shall be final and binding upon the parties and any employee affected.

The expenses and remuneration of the arbitrator shall be borne by the parties equally. The time limitations specified in the grievance procedure may be extended by written approval of the parties hereto. The award of the arbitrator shall be confined to the issue raised in the grievance and the arbitrator shall have no power to decide any other issues.

Section D. Involuntary Termination

If a grievance is not submitted within the ten (10) days, such employee and the Union shall be barred from any claim of any kind against the Employer herein. Any employee who has, however, been discharged and which discharge is later found to be without just cause, if such determination is made as provided herein, shall be reinstated and paid for time lost, including overtime which such employee would have worked, and shall not lose seniority, vacation pay or other benefits; provided, however, that the Board of Arbitration may, in its determination of the amount of back wages to be awarded, take into consideration wages, income from self-employment, benefits received because of being unemployed, or any other sums or items of value received because of being off work.

ARTICLE XVIII TIME OFF FOR UNION ACTIVITY

Employees shall be granted time off for Union activity up to a maximum of forty (40) hours per contract year per individual employee and a maximum of one-hundred and sixty (160) hours per contract year for the bargaining unit as a whole. Any employee elected by the Union to represent the Union at International, State or District meetings, and require-his/her absence from duty, shall, upon application of two calendar weeks' notice, be allowed to attend such meetings

In the event that additional time off is necessary for these or other Union business, such additional time off may be granted subject to the approval of the Employer. The selection of the number of delegates shall not impair the operations of the Hospital.

Employees shall be granted this time off without pay, without discrimination and without loss of seniority rights or any other rights granted by the Contract.

Lost Time spent serving on the Union Negotiating Committee shall be excluded from the above maximum hours and shall be counted as time worked solely for the purpose of determining eligibility for Insurance benefits, Holiday Pay, Pension contributions, and Vacation accumulation. Such time shall be designated as Union Business Voluntary Time Off (UBVTO). Steward time and grievance meetings are also excluded from the above Article and follow Section C and D of Article XIX, General Provisions.

ARTICLE XIX
UNION ACCESS TO PREMISES

Duly authorized representatives of the Union who customarily handle grievances shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances with which they are concerned. Prior authorization must be obtained from the Employer so as not to interfere in any way with the operation of the Hospital.

Discussion of Union business on the Employer's premises and during the employee's work time shall be limited to meetings between the Employer and Union representatives.

ARTICLE XX
RIGHTS OF MANAGEMENT

The management of the Employer and the direction of the working forces, the operation of the Employer, including hiring, promoting and retiring employees, the suspending, discharging or otherwise disciplining of employees, the laying off and calling to work of employees in connection with any reduction or increase in the work forces, the scheduling and assignment of work, and the control and regulation of the use of all equipment and other property of the Employer are exclusive functions of the Administration; provided, however, that in the exercise of such functions, the Employer management shall act in conformity with the provisions of the Agreement.

ARTICLE XXI
GENERAL PROVISIONS

Section A.

Upon requirement by the Employer for examination or testing, the employee shall be furnished with a form outlining the specific tests or examination to be performed. All such physical examinations so required by the Employer shall be paid for by the Employer. Any additional examination or testing given at the request of the employee, which is not expressly the Employer's requirement, shall be at the employee's expense.

Section B.

It shall be provided that applicable pay rates will be paid to all employees required by the Employer to attend mandatory in-service meetings.

Section C.

Any disciplinary actions to be taken against employees may be handled in the presence of the employee and his/her Union Representative or his/her grievance committee person if the employee requests representation. Administration may have representation of personnel who are involved with the problem.

Section D.

Any employee who is selected for jury duty shall receive his/her regular rate of pay for such period. The amount of compensation he/she receives as a juror shall be submitted to the Employer, excluding meals and mileage allowances (state statutes).

Section E.

All eligible employees covered by this Agreement shall be covered by the present Social Security Retirement Program pursuant to the terms and conditions of said program.

Section F. Nursing Assistant Certification Retention

Certified Nursing Assistants who have transferred to other departments will be given the opportunity to work one (1) eight-hour shift as a Nursing Assistant without transferring out of their current department. The employee will be allowed to work one (1) shift every year in order to retain certification. The hours will be added to their Nursing Assistant seniority and not their current departments. The employee will be scheduled as an extra Nursing Assistant and will work with another employee who is currently a Nursing Assistant. The employee shall be paid at the appropriate Nursing Assistant wage.

Section G. Employee Termination Notice

An employee shall give a two-week written notice of intention to terminate his/her employment or risk eligibility for rehire.

Article XXII
INSURANCES

Health

Beginning the first of the month following sixty (60) days of employment, employees with an authorized FTE of 0.6 or greater shall be eligible for enrollment in the Essentia group health insurance program plans offered to non-contract employees.

For those eligible employees electing to be covered under the Employers offered health plans, (PPO, HSA, and) the Employer shall pay eighty-five percent (85%) of the total premium for Single health insurance coverage and seventy-five percent (75%) of the total premium for Family, Single Plus 1 and other options covering dependents under the plans that are made available.. It is agreed that the Employer reserves the right to change, alter and/or modify the current health plan offered and/or select an alternative carrier during the term of this Agreement. The Employer will meet and confer with the Union over any changes to the health plans. The Employer will notice the Union prior to implementing any change in the other plans available to employees.

Dental

The Employer will offer, without employee contribution, single dental coverage to full or part- time employees who are 0.6 FTE or greater. The coverage shall become effective on the first of the month following successful completion of ninety (90) days of employment. If the employee wishes to obtain family dental coverage and if available under the rules of the carrier, the employee can obtain such coverage at his/her own expense if permitted by the carrier. It is agreed that the Employer reserves the right to change, alter and/or modify the dental coverage offered and/or select an alternative carrier during the term of this agreement. The Employer will notice the Union prior to implementing of any change in health benefits.

Group Life

Full and part-time employees who are .6 FTE or greater shall be eligible for enrollment in the Employer's group term life insurance program. The Employer shall pay the premium. The coverage shall be in the face amount of one hundred percent (100% of the employee's annual base salary, computed on the employee's regular rate of pay up to a maximum of \$50,000.00). The coverage shall become effective on

the first month following successful completion of ninety (90) days of employment and shall be subject to the terms of the insurance policy and the rules of the insurer.

Long-Term Disability

The Employer shall enroll all employees who are 0.6 FTE or greater in its Long-Term Disability Insurance program. The Employer shall pay 100% of the premium for this insurance.

Article XXIII
RETIREMENT

The Employer shall make an annual contribution to the Employer-Sponsored Defined Contribution Plan for all eligible participants in the Plan who are credited with one thousand (1000) hours of service during the Plan year and are employed by the employer on the last day of the Plan year. Employees who participate in the plan will be vested 50% after one (1) year of service with 1,000 hours and 100% after two (2) years of service with 1,000 hours. Employees shall be eligible after attaining eighteen (18) years of age and one (1) year of service, with 1,000 hours. Effective June 30, 2011, the Employer contribution shall be four-and one-half percent (4.5%) of the employee's wages.

ARTICLE XXIV
WAGE ADMINISTRATION AND SALARY SCHEDULE

Section A.

Employees permanently transferred, demoted, or promoted to another position will receive the appropriate wage for that classification according to his/her total length of service in the department to which transferred.

Section B.

An employee temporarily assigned to a higher classification shall be compensated at the rate of pay for that classification.

Section C.

Employees who have demonstrable relevant experience working at other facilities shall be given experience pay. Employee will be granted credit for previous experience of up to ten (10) years. Documentation from previous employers indicating hours worked must be provided to Northern Pines Medical Center before credit will be granted.

Section D. LPN – Central Supply

The Employer will pay fifty-two dollars (\$52.00) towards the annual certification for this position.

Section E. PT Aide

The Employer will pay for certification as a CNA if the incumbent employee agrees to work the rotation as a CNA.

Section F.

The salary schedule for all employees covered under this agreement shall be that which is shown as Appendix "A", "B" and "C" and attached hereto and shall become a part of this Agreement.

Year 1: New wage grid, 0% ATB

Year 2: 1.5% ATB

Year 3: 1.0% ATB

ARTICLE XXV
SEVERABILITY

Any term, article, section, or paragraph of this Agreement which is not in conformance with any State or Federal Law or Statute shall be stricken from this Agreement, and a substitute for same shall be negotiated.

ARTICLE XXVI
SUCCESSORSHIP CLAUSE

:

AFSCME Local 2780 will be notified in writing by the Employer at least thirty (30) days prior to any consolidation, merger, sale, partnership, and/or similar legal agreement (herein after referred to as a "Transaction"). The Employer agrees that, as a condition of any Transaction, the Employer will attempt to obtain a commitment from the other party or parties to the Transaction that the entity resulting from the Transaction will recognize the AFSCME Local 2780 as the representative of the covered employees and will follow the legally allowed terms of this Agreement until a new agreement has been negotiated. Essentia Health will meet with representatives of the AFSCME Local 2780 to negotiate regarding the effect of the Transaction on the covered employees.

ARTICLE XXVII
LABOR MANAGEMENT COMMITTEE

A Committee of Labor and Management will be formed to meet as needed, upon request by either party, to review and resolve problems between the Union, employees and Management. The Committee shall be made up of no more than three representatives from the bargaining unit and three from Management, unless the parties mutually agree to a greater number of people to serve on the Committee.

The parties may mutually agree to invite guests depending on the nature of the problem set for discussion, and the department(s) or employee(s) identified as being affected. An agenda prior to the meeting will be prepared, and the business of that meeting shall be limited to that agenda.

ARTICLE XXVIII
ALCOHOL AND DRUG TESTING

The Essentia Health Policies and Procedures for Drug and Alcohol Testing Minnesota (Policy #EH A1035) effective May 2014, shall apply to employees covered by this agreement. A copy of the current policy in effect shall be made available to all employees.

ARTICLE XXIX
UNIFORMS

Employees will adhere to the Employer's Dress Code Policy EH HR #0033 as amended from time to time. The Employer agrees to provide no less than six (6) months' notice prior to instituting new or modified uniform requirements.

Article XXX
NO STRIKES OR LOCKOUTS

The Union agrees that during the term of this Agreement there shall be no strikes (economic, unfair labor practice, or otherwise), stoppages, or slowdown of work by the Union or any of its members, and the Employer agrees that during the term of this Agreement there shall be no lockouts by the Employer, as defined by the law.

Year 1 10/1/2019	Start	1040	2080	3120	4160	6240	8320	10400	13000	15600	18200	20800	31200	41600
LPN	\$17.86	\$18.34	\$18.84	\$19.06	\$19.29	\$19.55	\$20.43	\$20.94	\$21.26	\$21.89	\$22.21	\$22.43	\$23.27	\$23.62
Nursing Assistant	\$15.77	\$16.18	\$16.47	\$16.68	\$17.04	\$17.45	\$18.01	\$18.37	\$18.65	\$18.83	\$18.93	\$19.02	\$19.59	\$19.89
PT/Aid/ Activity Aid	\$11.60	\$11.98	\$12.10	\$12.32	\$12.57	\$13.02	\$13.54	\$14.38	\$14.67	\$14.83	\$14.90	\$15.06	\$15.28	\$15.66
Housekeeping	\$11.34	\$11.73	\$11.91	\$12.12	\$12.40	\$12.87	\$13.41	\$14.22	\$14.53	\$14.66	\$14.74	\$14.91	\$15.15	\$15.38
Laundry	\$11.34	\$11.73	\$11.91	\$12.12	\$12.40	\$12.87	\$13.41	\$14.22	\$14.53	\$14.66	\$14.74	\$14.91	\$15.15	\$15.38
Nutrition Service Aid	\$11.34	\$11.73	\$11.91	\$12.12	\$12.40	\$12.87	\$13.41	\$14.22	\$14.53	\$14.66	\$14.74	\$14.91	\$15.15	\$15.38
Cook	\$12.43	\$12.74	\$13.01	\$13.23	\$13.44	\$13.92	\$14.58	\$15.29	\$15.57	\$15.70	\$15.81	\$15.99	\$16.23	\$16.50
10/1/2020 1.5%														
LPN	\$18.13	\$18.62	\$19.12	\$19.35	\$19.58	\$19.84	\$20.74	\$21.25	\$21.58	\$22.22	\$22.54	\$22.77	\$23.62	\$23.97
Nursing Assistant	\$16.01	\$16.42	\$16.72	\$16.93	\$17.30	\$17.71	\$18.28	\$18.65	\$18.93	\$19.11	\$19.21	\$19.31	\$19.88	\$20.19
PT/Aid/ Activity Aid	\$11.77	\$12.11	\$12.28	\$12.50	\$12.76	\$13.22	\$13.74	\$14.60	\$14.89	\$15.05	\$15.12	\$15.29	\$15.51	\$15.89
Housekeeping	\$11.51	\$11.91	\$12.09	\$12.30	\$12.59	\$13.06	\$13.61	\$14.43	\$14.75	\$14.88	\$14.96	\$15.13	\$15.38	\$15.61
Laundry	\$11.51	\$11.91	\$12.09	\$12.30	\$12.59	\$13.06	\$13.61	\$14.43	\$14.75	\$14.88	\$14.96	\$15.13	\$15.38	\$15.61
Nutrition Service Aid	\$11.51	\$11.91	\$12.09	\$12.30	\$12.59	\$13.06	\$13.61	\$14.43	\$14.75	\$14.88	\$14.96	\$15.13	\$15.38	\$15.61
Cook	\$12.62	\$12.93	\$13.21	\$13.43	\$13.64	\$14.13	\$14.80	\$15.52	\$15.80	\$15.94	\$16.05	\$16.23	\$16.47	\$16.75
10/1/2021 1.0%														
LPN	\$18.31	\$18.80	\$19.31	\$19.54	\$19.78	\$20.04	\$20.95	\$21.46	\$21.80	\$22.44	\$22.77	\$23.00	\$23.86	\$24.21
Nursing Assistant	\$16.17	\$16.59	\$16.89	\$17.10	\$17.47	\$17.89	\$18.46	\$18.84	\$19.12	\$19.30	\$19.40	\$19.50	\$20.08	\$20.39
PT/Aid/ Activity Aid	\$11.89	\$12.23	\$12.40	\$12.63	\$12.89	\$13.35	\$13.88	\$14.75	\$15.04	\$15.20	\$15.27	\$15.44	\$15.67	\$16.05
Housekeeping	\$11.63	\$12.03	\$12.21	\$12.42	\$12.72	\$13.19	\$13.75	\$14.57	\$14.90	\$15.03	\$15.11	\$15.28	\$15.53	\$15.77
Laundry	\$11.63	\$12.03	\$12.21	\$12.42	\$12.72	\$13.19	\$13.75	\$14.57	\$14.90	\$15.03	\$15.11	\$15.28	\$15.53	\$15.77
Nutrition Service Aid	\$11.63	\$12.03	\$12.21	\$12.42	\$12.72	\$13.19	\$13.75	\$14.57	\$14.90	\$15.03	\$15.11	\$15.28	\$15.53	\$15.77
Cook	\$12.75	\$13.06	\$13.34	\$13.57	\$13.78	\$14.27	\$14.95	\$15.68	\$15.96	\$16.10	\$16.21	\$16.39	\$16.64	\$16.92

Shift differential - Hours worked on the afternoon or night shift shall receive a premium of \$.75 per hour afternoons and \$1.20 per hour nights.

ARTICLE XXXI
DURATION OF AGREEMENT

This Agreement shall become effective November 11, 2020 and remain in full force and effect until September 30, 2022, and from year to year thereafter unless either party shall give written notice to the other party at least ninety (90) days prior to the annual expiration date of its desire to amend, modify or terminate this Agreement.

For the Employer:

Diane T Davidson Dec 10, 2020
Diane T Davidson (Dec 10, 2020 09:13 CST)

Diane Davidson Date
Chief Human Resources Officer

Sara Dorfman Date
Director of Employee and Labor Relations

Brenda Emerson Dec 10, 2020
Brenda Emerson (Dec 10, 2020 08:05 CST)

Brenda Emerson Date
Employee and Labor Relations Manager

Philip Rumble Dec 10, 2020
Philip Rumble (Dec 10, 2020 07:53 CST)

Philip Rumble Date
Employee and Labor Relations Specialist

Laura Ackman Dec 9, 2020
Laura Ackman (Dec 9, 2020 16:36 CST)

Laura Ackman Date
Administrator

For the Union:

Leann Stoll Date
Leann Stoll AFSCME Staff Representative

Jamie Burrell Dec 9, 2020
Jamie Burrell (Dec 9, 2020 16:27 CST)

Local Union President Date

LETTER OF UNDERSTANDING
BETWEEN
WHITE COMMUNITY HOSPITAL
AND
AFSCME LOCAL 2780

VOLUNTARY ON-CALL STATUS

The parties agree that the Employer will implement a voluntary on-call plan for nursing assistants that will include the following:

Added to the bottom of the self-schedule will be one (1) day shift and one (1) afternoon shift voluntary on-call person. This will consist of a part-time or full-time employee who will be responsible for a two (2) hour shift with the rate of pay at \$3.00 per hour. The day shift will run from 0530 to 0730 hours, and the afternoon shift will run from 1330 to 1530 hours. The on-call employee must answer his/her phone during these hours, or he/she will be subject to the disciplinary procedure outlined in the contract. The person that is voluntarily on-call will be contacted prior to any calling in rotation. There will be a limit of five (5) on-call shifts per full-time employee per pay period.

Once an employee writes down that they are on-call, they must give 48 hours' notice to their supervisor if they decide not to be on-call for any given period. The supervisor will remove the name and initial the change.

This agreement will remain in effect until June 30, 2001, unless either party gives 30 days notice to the other to terminate the agreement.

WHITE COMMUNITY HOSPITAL

AFSCME

/s/ James Carroll 2/12/07
Administrator

/s/ Sue Peterson 2/12/07
Union President

/s/ Mark Mandich
AFSCME Staff Representative

President, Board of Directors

Letter of Understanding
Between
White Community Hospital and AFSCME Local 2780

The following has been agreed upon by both parties:

Physical Therapists (including PTA, COTA, and PT/OT) from the Hospital may at times be assigned to work in the nursing home which is supplemental therapy to restorative care. AFSCME Local 2780 represents the Restorative Care positions. The work that the physical therapists are doing in no way takes away from the Restorative Care position. Both parties agree that Physical therapists can be in the nursing home as long as they do not replace bargaining unit positions and the two positions in Restorative care do not see a reduction in hours or a layoff. If this was to occur, the physical therapists would not be allowed to continue that work. If more hours are needed for Restorative Care and those hours needed would create a new position (40 or more hours per pay period or per Contract definition of part-time or full-time employees), then the Facility will post that position.

For White Hospital and SNF:

For AFSCME Local 2780:

/s/ Laura Ackman
Administrator

/s/ Ida L Rukavina 10/6/09
Staff Representative

/s/ Lynn U. Mugge
President Board of Directors

/s/ Dennise Line
AFSCME President

Date 10/8/09

Letter of Understanding between
White Hospital and Nursing Home and AFSCME Local 2780

1) In an effort to decrease the impact upon newer/less senior employees, the following has been agreed upon:

In regards to forcing or mandating of shifts (Article 4 Section H), the current contract language states it will be done by the least senior employee working. This Letter of Understanding serves as replacement language to state:

When the Employer needs to mandate an employee to work a shift (after following the procedures outlined in the Contract for calling in replacements), the Employer shall mandate, starting with the least senior employee, on a rotating basis. In order to make this work, a log shall be kept recording each employees last date of mandated work.

This language only applies to same-day mandating (replacement for a sick call, etc).

2) In order to encourage employees to pick up same-day shifts, the following has also been agreed upon:

If an employee receives a call from the Employer for fill-in help and agrees to come in to work (picking up a shift which they were not scheduled for), that employee shall not be mandated to stay for a shift later on that same day.

A) The "Force" list shall also record the number of forces of each employee. When a force has to occur, the employee with the least amount of forces shall be the next one forced, according to seniority (if two employees each have 2 forces, the least senior employee shall be forced). This complies with the rotating procedure to make this more equitable.

B) If an employee is going to be forced, but another employee volunteers to stay for that employee's force, it shall be counted as a force for the person who volunteered.

This Letter of Understanding shall be treated as part of the Contract and grievable under Article XIII.

For the Employer:

For the Union:

Administrator

Chapter Chair/President

Date _____

Staff Representative

Letter of Understanding Between Essentia Health
and
AFSCME Local Union #2780

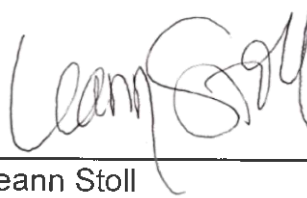
Subject Matter: Article 24 Wage Administration and Salary Schedule. It is agreed to the following:

1. Storekeeper Kim Garman will stay at LPN wage.
2. Activity Aide position added to the wage scale (Randi Henningson will be grandfathered on her current wage scale. If staff do not have CNA certification, they will be paid in the Activity Aid classification.
3. General wage increases will apply to Kim Garman and Randi Henningson.
4. Employees working in direct patient care who obtain a C.N.A license shall be moved to the C.N.A. wage scale upon receipt of certification. Employees holding a C.N.A. may be asked to perform C.N.A duties throughout their scheduled workday.

Brenda Emerson Dec 10, 2020
Brenda Emerson (Dec 10, 2020 08:05 CST)

Brenda Emerson
Essentia Health

Date



Leann Stoll
Labor Representative

Date

Jan Burrell Dec 9, 2020
Janie Burrell (Dec 9, 2020 16:27 CST)

Union President

Date