AGREEMENT

Between

NORTHERN ITASCA HOSPITAL DISTRICT,
d/b/a BIGFORK VALLEY,
BIGFORK, MINNESOTA

and

LOCAL UNION #3239, MINNESOTA COUNCIL NO. 65,
AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES, AFL-CIO

JANUARY 1, 2020

Through

DECEMBER 31, 2022

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AGREEMENT

Agreement entered into as of the first day of January, 2020 by and between the NORTHERN ITASCA HOSPITAL DISTRICT, d/b/a BIGFORK VALLEY, Bigfork, Minnesota, hereinafter referred to as the "Employer" or Bigfork Valley" and LOCAL UNION NO. 3239, MINNESOTA COUNCIL 65, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1

INTENT AND PURPOSE

The purpose of this Agreement is to: a) promote and ensure harmonious relations, cooperation and understanding between the Employer and its employees; b) encourage economy of operation and the protection of property; c) 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 2

RECOGNITION

Section A: The Employer recognizes the Union as the exclusive representative for collective bargaining purposes of full or part-time employees as defined in Article 6, Section A & B of this contract for Northern Itasca Hospital District, d/b/a Bigfork Valley, Bigfork, Minnesota, in the unit redefined by the Minnesota Bureau of Mediation Services as of February 24, 1999, and composed of all full and part-time pharmacy technicians, rural healthcare technicians, pharmacy clerk, non-certified coders, physical therapy secretary, surgery center secretary, purchasing clerk, athletic trainer, clerical, maintenance and support personnel employed by Bigfork Valley, excluding registered nurses, all technicians, except for those listed above, supervisory and confidential employees.

Section B: The Employer shall not enter into any agreement with employees coming under the jurisdiction of this Agreement, either individually or collectively, which in any way conflicts with the terms and conditions of this Agreement.

ARTICLE 3

UNION MEMBERSHIP, CHECKOFF

Section A: All employees of the Employer subject to the terms of this Agreement shall, as a condition of continued employment, become and remain members in the Union, and all such employees subsequently hired shall become members of the Union upon completion of thirty (30) calendar days. Union membership is required only to the extent that employees must pay either (1) the Union's initiation fees and periodic dues or (2) service fees which in the case of a regular service fee payer shall be not more than equal to the Union's initiation fees and periodic dues and in the case of an objecting service fee payer shall be the proportion of the initiation fees and dues corresponding to the proportion of the Union's total expenditures that support representational activities.

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The Union agrees that the Union and the employees covered by the Agreement will not conduct or carry on any Union activity on the Employer's premises which will materially interfere or tend interfere with operation of Bigfork Valley.

Section B: The Employer agrees to deduct from the salary of each employee who has signed an authorized payroll deduction card a sum certified by the Secretary of Local 3239 as Union dues or any other Union approved deduction established by the Union and authorized by the employee, and to transmit such sums to Council 65, together with a list of the employees from whom such pay deductions were made. Deductions may be terminated by the employee giving thirty (30) days written notice to the Secretary of the Local, after which the Secretary shall notify the Clerk's office to stop deductions.

Payment of Union dues and fees shall begin upon completion of thirty (30) calendar days. The Employer agrees to provide the Union with information about employees in the bargaining unit sufficient to allow the Union to assess such dues and fees and notify the employees of said assessments. The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer.

Section C: New Employee Orientation: 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 onboarding 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.

The Union will notify HR of the list of Union Stewards in advance and only one (1) Union Steward will attend each orientation or initial on-boarding meeting.

Section D: The Union shall indemnify the Employer against any and all claims, demands, suits or other forms of liability that may arise out of or by reason of action taken or not taken by the Employer for the purpose of complying with any of the provisions of the check off.

Section E: Providing there is no interference with work, incidental conversations between on-duty union officers and the Employer concerning contract interpretation and grievance processing may occur on paid time.

ARTICLE 4

RIGHTS OF MANAGEMENT

Except as limited by the provisions of this Agreement, the management of Bigfork Valley and the direction of the working forces including: the right to direct, plan and control Bigfork Valley operations; to hire, recall, transfer, promote, demote, suspend for cause, discipline and discharge employees for cause; to lay off employees for lack of work or for other legitimate reasons; to introduce new and improved operating methods and/or facilities; to change existing methods and/or facilities; to manage Bigfork Valley in the traditional manner; are vested exclusively with the management of Bigfork Valley.

ARTICLE 5

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 pay period. All hours worked in excess of eight (8) hours per day and eighty (80) hours in a fourteen-day pay period shall be compensated for at the rate of time and one-half (1-1/2) provided such hours shall be approved in advance by the employee's supervisor.

The Employer may develop an alternative work schedule providing for work in excess of eight (8) hours per day.

Should the employer determine the need to adjust, on a permanent basis, the hours of work per day for any classification or department, the employer shall notify the Union of the need. A Labor Management Meeting will be scheduled in order to discuss and reach mutual agreement on a process for addressing such changes.

Section B: The lunch period for all employees shall be one-half (1/2) hour. If an employee is required to double out, the Employer shall furnish one meal.

Section C: Except in an emergency, employees shall receive one (1) fifteen (15) minute rest period for every full four (4) hours worked at a time designated by the supervisor. No employee shall leave work before the end of his/her shift in lieu of taking a rest period.

Section D: Work schedules shall be posted, at minimum, two (2) weeks in advance. Work schedules shall be posted no more than one month in advance. When changes in work schedules are made after posting, employees involved in such changes shall be notified in advance of such changes.

Employees are not allowed to exchange shifts or days off without prior authorization of their Department Head or Director of Nurses. Employees may request to work exclusively on the night shift if an opening is available. Conflicting requests shall be resolved on the basis of seniority in the classification.

Section E: When an employee reports for work in accordance with schedule without having been previously notified not to report and reasonable attempt to do so has been made, he/she shall receive a minimum of four (4) hours work or four (4) hours pay in lieu thereof. When an employee is called out for work on other than his/her regular scheduled shift, he/she shall receive a minimum of two (2) hours of pay.

Section F: A shift differential of fifty cents ($.50) per hour shall be paid to all employees for the afternoon shift. Seventy-five cents ($.75) per hour shall be paid for the night shift; provided they have worked a minimum of two (2) hours within the shift differential period.

When rotational scheduling is required in a department, all employees refusing to work their scheduled shifts in their department will be subject to dismissal and such dismissal shall be with cause.

Section G: As far as practicable consistent with the efficient operation of Bigfork Valley, employees will be scheduled with either two (2) consecutive days off in a week or four (4) consecutive days off in a pay period, at the employee's option and with the Employer's approval. If an employee is scheduled to work and does perform for three (3) or more consecutive Saturdays or Sundays, he/she shall be paid at time and one-half (1-1/2) rates for the third Saturday or Sunday and on each Saturday or Sunday thereafter if they are worked consecutively. Full-time personnel shall be scheduled every other weekend off. If a full-time employee is called in on one of their scheduled days off, the affected employee shall not have to take another shift off to avoid overtime unless the employee agreed to do so. Employees may request an alternate

schedule by choosing to work every weekend without Saturday or Sunday premium pay by signing a third Saturday or Sunday waiver.

An employee who prefers to work weekends only may submit a signed waiver forfeiting time and one-half (1-1/2) premium pay for the third Saturday or Sunday and each consecutive Saturday or Sunday thereafter. The employee will be compensated at straight time rates in lieu thereof excluding holidays which shall be compensated in accordance with the holiday provisions as set forth in this Agreement.

Said waiver is subject to Employer approval and may be revoked by the Employer or employee with two (2) weeks advance written notice.

Section H: There shall be no split shifts and split days off except in an emergency; provided, however, that the Union agrees that any other exceptions in this respect may be made on the basis of individual negotiations between the Employer and the employee.

Section I: Home Care Department: The employer may schedule home health aides/homemakers on an intermittent basis as the need arises. Days of work and hours of work may vary from day to day and from week to week as determined by the Employer. Subject to consideration for the geographic locations of the client and the employee, client preferences, service requirements, and staffing levels, the Employer shall schedule home health aides/homemakers to cover unplanned absences and other unanticipated client needs by seniority.

No home health aide/homemaker shall be scheduled for more than twelve (12) hours of work in a day, except by agreement of the employee.

Section J: When an employee who is scheduled to work does not report for duty, Bigfork Valley management shall make every reasonable effort to replace him/her by calling out part-time employees scheduled off for the day. In calling replacements during normal work hours, the supervisor shall offer the work to a part-time employee in the same classification as the absent employee in accordance with their seniority. This also includes call-ins and replacements for sick days, leave of absence days, vacation days, and holidays. For the purpose of finding replacement for any reason, seniority must be used in doing so as long as it doesn't create an overtime situation.

Section K: To ensure continuous quality cares and services for all patients/resident:

All employees are required to report for work as scheduled and to work their scheduled hours. Employees will be charged with an absence (an "occurrence") if they fail to report as scheduled unless it is an excused absence. Two (2) late-shows will equal one (1) occurrence.

Excessive absenteeism/late shows are defined as more than five unexcused absences in any twelve-month period, or more than three unexcused in any six-month period. If this occurs, the supervisor will initiate disciplinary procedures.

Absences that shall be considered excused include: pre-approved paid time off, LOAs, funeral leave, jury duty, military service, absence for official Union business as per article 20, absences allowed under Federal Family Medical Leave or by other state or federal statutes, disciplinary, incident at work, emergency medical care requiring ambulance ground or air service or hospitalization, or other emergency situation with direct verbal communication to and approval by the designated supervisor.

If an employee fails to report for work as scheduled, and also fails to furnish Bigfork Valley with a justifiable excuse within twenty-four (24) hours thereof, such employee shall be presumed to have resigned from the service of Bigfork Valley and his/her seniority and employment shall be terminated. However, if such employee could not report for work or could not notify Bigfork Valley of his/her absence

because of an illness or unforeseen emergency or other justifiable reason, such employee shall be reinstated without any break in the service record.

If an employee leaves a shift early, it needs to be approved by a supervisor or designee, or it will be considered an occurrence.

If an employee accepts four (4) documented call-in shifts in a six (6) week period, one occurrence will be subtracted from the employee's total.

Perfect Attendance Credit: Six pay periods (84 calendar days) of no unscheduled absence occurrences will result in the removal of the oldest absence occurrence. *Note that all types of approved leave extend the number of days required to obtain this credit. For example, being away from work for "three" days of bereavement, intermittent/continuous FMLA, military, or jury duty will extend the number of days required to obtain a perfect attendance credit by "three" days (87 days).

Section L: If an employee fails to work or substitute approved paid time for their scheduled minimum commitment of 40 hours per pay period in a part-time posting or 80 hours per pay period in a full-time posting the following consequences will apply:

1. First occurrence: a verbal warning will be issued.

2. Second occurrence: a written warning will be issued.

3. Third occurrence: position will be re-posted and the incumbent will be ineligible to apply for the current posting. The incumbent's union or seniority hours will be frozen and he/she will become a casual employee, for six (6) months. At the end of the six (6) month period, the employee's status will continue to be casual with seniority frozen until the next available posting for which the employee would be the most senior qualified applicant. If the employee accepts the posting, the employee's status will be restored and seniority will begin to once again accrue. If the employee does not accept the posting, the employee shall be deemed to have voluntarily quit and his/her seniority shall be terminated.

4. Employees called off for temporary low-census or staffing adjustments would not lose their status unless permanent staffing level changes became necessary.

Section M: In order to provide adequate staffing of the health care facility, employees may be required to come in early for additional hours/shifts or stay over and work additional hours/shifts. Such will be required only as a last resort and in strict accordance with the following procedure:

1. Available hours/shifts shall first be offered to senior qualified employees who can work same as non-overtime extra hours.

2. Any remaining vacant hours/shifts shall next be offered to senior qualified employees willing to work said hours/shifts on an overtime basis.

3. In the event hours/shifts remain unfilled after the above procedure has been exhausted, employees will be required to come in early for additional hours or to stay over and work a second shift, provided said employee was pre-scheduled to work such hours/shifts.

4. Employees will be pre-scheduled for mandatory extra hours or overtime on a rotational basis and as equitably as possible. The employer shall maintain a record of the rotation of employees. Employees pre-scheduled must contact the nurse in charge to determine if they will be required to stay.

5. Once the pre-scheduled employee begins to work the hours of an additional shift, he/she may be required to work a minimum of four (4) hours of said shift. An employee is required to obtain employer approval before leaving work prior to the end of his/her pre-scheduled extra work shift.

Section N: The Union representative shall have access to all corrected schedules showing shift changes.

Section O: Quick Change: A quick change is defined as a return to work within ten (10) hours or less as scheduled by the Employer or which results from an Employer request for call in purposes. An employee shall be compensated an additional $10.00 per shift worked for all quick changes, excluding those requested by an employee.

ARTICLE 6

DEFINITION OF FULL AND PART-TIME EMPLOYEES

Section A: Full-time Employees: All regular employees who are routinely scheduled for eighty (80) hours in a two (2) week pay period, shall be called full-time employees.

1. When a Pharmacy Technician works a Saturday, 75 hours shall meet the definition of full-time for the pay period.

Section B: Part-time Employees: All regular employees who are routinely scheduled for forty (40) hours or more, but less than eighty (80) hours per two (2) week pay period shall be called part-time employees. All part-time employees are to be used first for eighty (80) hours per pay period.

Section C: Introductory Employees: All employees who have not completed their introductory period of five hundred twenty (520) hours of regular, continuous employment shall be considered introductory employees. The employer has the right to extend the introductory period due to the need for additional training. Any extensions will be reported to the Union President with the reasons.

Section D: Temporary Relief Employees: A temporary relief employee is an employee in one of the following categories:

1. An employee hired on a temporary basis to work in the place of an employee who is on vacation, sick leave, or leave of absence if no part-time employee is available.

Section E: Casual Employees:

1. An employee who is regularly scheduled to work less than forty (40) hours per pay period for the primary purpose of allowing coverage for absences and open shifts. If the total hours scheduled exceeds forty (40) hours or more in four (4) consecutive pay periods, those affected employees shall be part-time employees.

2. An employee who has lost his/her status as a full or part time employee. Such employees shall not replace any full or part-time employees in their routine schedule.

ARTICLE 7
HOLIDAY PROVISIONS

Section A: All employees who are required to work on New Year's Day, Easter Sunday, Memorial Day (last Monday in May), July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be compensated at one and one-half (1-1/2) times the hourly rate for work on that day.

Employees not scheduled to work on a holiday are required to use PTO if applicable to meet contract hours. If an employee does not have enough PTO to meet their contract hours due to a holiday, no disciplinary action will occur.

Nursing Home Staff will be divided into two groups for equal distribution of holiday scheduling. Holiday shifts will alternate each year.

ARTICLE 8
PAID TIME OFF

Paid Time Off (PTO) may be used at the employee's option for time off in accordance with the procedures set forth below. The purpose of PTO is to provide the employee with greater flexibility in using time off while assuring the Employer that most absences will be planned in advance and for adequate coverage to be arranged. In some instances the Employer will be unable to arrange coverage for all those wishing to be away at a particular time and some requests for PTO will have to be denied. The needs of our clients will be the prime consideration in the decision to grant or deny a request for PTO. This is not intended to change existing policies and procedures regarding notification, approval or scheduling.

Section A: All part-time and full-time employees shall be entitled to paid time off (PTO) in accordance with the following schedule:

Hours of Straight time Continuous Service	Full-time PTO hours and days	Full-time accrual rate per hour	Part-time PTO hours and days minimum (40 hrs.)	Part-time accrual rate per hour
2080	136 (17 days)	.065384	56 (7 days)	.053846
4160	176 (22 days)	.084615	76 (9.5 days)	.073077
10400	216 (27 days)	.103846	96 (12 days)	.092308
20800	256 (32 days)	.123077	115 (14.5 days)	.111538
41600	296 (37 days)	.142308	136 (17 days)	.130769

If time off is unscheduled, four hours' notice is required for an employee to substitute paid time off for the absence. PTO usage for a qualified emergency situation may be considered for approval on a case by case basis by the employee's supervisor.

Employees having one or more continuous years of service may elect to "cash out" up to eighty (80) hours of PTO per pay period. A minimum of 40 hours must be left available in the PTO bank following the transaction for an employee to qualify for the cash out option.

Requests to "cash out" a portion of employees accrued PTO must be submitted to payroll on or before the Monday on which that payroll is processed.

Section B: Between March 1 and March 15 of each calendar year, department heads will consult with all regular employees entitled to PTO, and from these consultations a working schedule for PTO periods shall be established for the following April 1 – March 31 (12-month period). In determining schedules, the wishes of the employee shall be respected as to the time of taking PTO, insofar as the needs of the service will permit, it being understood that the rights of senior employees will prevail in the selection of PTO time. However, the rights and desires of a senior employee will not prevail in the selection of PTO time if that senior employee does not inform his or her department head, in writing, before March 15 of each year, as to that senior employee's desired PTO schedule. After March 15, PTO requests will be honored on a "first come, first served" basis. PTO shall be allowed over a twelve (12) month period.

Nursing Home Employees may only request two scheduled weekends off per calendar year.

Section C: PTO pay for all regular employees shall be calculated under the regular hourly rate of pay received by the employee in the last pay period of the regularly scheduled position of such employee, before the date of his/her scheduled PTO. For purposes of this Article, an employee's regularly scheduled position shall be defined as the last position held in which he/she had successfully completed his/her introductory period. Shift differentials will not be included in an employee's PTO pay.

Section D: PTO shall be accrued based on hours paid by Bigfork Valley; however, other pay received, such as a workers' compensation or a disability plan, does not count toward hours paid for PTO accrual. Employees may use such PTO as accrued, subject to the following limitations:

1. Full-time and part-time employees shall begin to accrue PTO upon award of the respective posting. They may use their accrued PTO after an accumulation of 520 hours worked in the facility.

2. Employees must have worked a minimum of thirty (30) calendar days prior to taking up to eight (8) hour blocks of accrued PTO.

3. Employee must request PTO and receive approval of use prior to posting the schedule unless otherwise mutually agreed to by the employee and Supervisor.

4. Subject to the provisions of Section B, a full week of PTO shall have precedence over periods less than one (1) week. Employees must have at least 1040 hours to use a full week of PTO.

5. PTO accruals will be capped at 250 hours for all eligible employees.

Section E: Used PTO hours and actual hours worked shall count as working time for the purpose of computing PTO allowances and pay.

ARTICLE 9

SHORT-TERM AND LONG-TERM DISABILITY

Section A: Group voluntary short-term disability will be offered to full and part-time employees through Bigfork Valley. The cost of the voluntary short-term disability plan will follow plan documents.

Section B: A long-term disability plan will be provided to full and part-time employees. Premiums for the long-term disability plan will be paid for by the employer.

Section C: Notwithstanding any other provision of this agreement to the contrary, all questions of eligibility, coverage and level of benefits due under the Disability Insurance Plan provided by the Employer, shall be governed by the terms and conditions of the Disability Insurance Plan the terms of which are hereby incorporated into this Agreement by reference. Any decision of the Insurer as to eligibility coverage or level of benefits due shall be final and binding and not subject to Article 18 of this Agreement.

Section D: Verification of illness may be required.

ARTICLE 10

FUNERAL LEAVE

Section A: A full-time or part-time employee shall be granted a leave with pay for all days, up to a maximum of three (3), for which the employee must be absent to attend the funeral of a member of the employee's immediate family, namely: husband, wife, significant other, child, stepchild, father, mother,

sister, brother, mother-in-law and father-in-law, sister-in-law, brother-in-law, grandchild or grandparent provided the employee was scheduled to work on each of such days.

Should an employee suffer a death in the family while out on scheduled PTO, such leave shall be credited back to the employee and funeral leave shall apply.

The days must be taken consecutively, one of such days being the day of the funeral. The days will not be counted as hours worked for purposes of determining overtime and the employee will not receive pay when it duplicates pay.

It shall be the responsibility of the union member to designate a significant other and return the form to Human Resources. Such designation shall only be made once annually.

Section B: For employees who need additional time for travel outside a radius of 250 miles from the City of Bigfork, one (1) additional day's pay shall be allowed for such travel, provided the employee was previously scheduled to work on such days.

ARTICLE 11

HEALTH SERVICE

Section A: If an employee is required by the Employer to undergo a physical examination, the base cost of the examination will be paid by the Employer.

Section B: Employees injured on duty should report immediately in accordance with Bigfork Valley policy so that adequate treatment can be rendered, and such employee shall complete an accident report as soon as practicable.

ARTICLE 12

WAGE ADMINISTRATION

Payday shall be every other Thursday and checks shall be made available no later than 10:00 a.m. on such days. When a holiday falls on the Thursday payday, employees' paychecks shall be made available no later than 12:00 p.m. the Wednesday preceding such holiday.

ARTICLE 13

SENIORITY

Section A: Every employee covered by the terms of this Agreement shall have seniority as herein provided on the seniority list. The seniority list shall apply only to layoff, rehiring and filling of vacancies in jobs covered by the terms of this Agreement. Seniority shall be granted on the basis of the total number of paid hours worked in the bargaining unit in continuous employment for the Employer. Overtime hours shall be included with regular hours in determining the employee's seniority and his/her placement on the salary schedule, but it shall not affect the determination of an employee's vacation credits. In the event of a vacancy, or newly created position within the bargaining unit, senior employees with the necessary qualifications shall have first preference of the posting. If no one applies for a vacancy, the posting is recognized by Bigfork Valley employees within the bargaining unit. In the event of layoff, Bigfork Valley-wide seniority will prevail.

Section B: Introductory employees shall not be placed on the seniority list until the completion of 520 hours of regular, continuous employment; and during this introductory period, such employees may be discharged by the Employer without cause and without the same causing a breach of this Agreement or constituting a grievance hereunder.

Section C: An employee's seniority for any purposes shall be broken and terminated if:

1. The employee voluntarily quits, resigns or retires;

2. The employee is discharged for cause;

3. The employee fails to report for work after layoff within one (1) calendar week after receipt of notice by registered mail;

4. The employee fails to apply for re-employment within the statutory time period after honorable discharge from military service;

5. The employee accepts a non-bargaining unit position (with the exception of a temporary relief position for up to six months;

6. The employee has been reduced to casual status for six (6) months. At the end of the six (6) month period, the employee's status will continue to be casual with seniority frozen until the next available posting for which the employee would be the most senior qualified applicant. If the employee accepts the posting, the employee's status will be restored and seniority will begin to once again accrue. If the employee does not accept the posting, the employee shall be deemed to have voluntarily quit and his/her seniority shall be terminated.

7. The employee fails to return to work as scheduled following a leave of absence or other approved absence from work;

8. The employee is on a layoff for a period exceeding nine (9) months or the employee's pre-layoff length of service, whichever is shorter.

Section D: In the event of a layoff of any regular full-time or regular part-time AFSCME bargaining unit employee, all seasonal and casual employees shall be laid off first. In the event of an elimination of a position, reduction of hours, or a reduction of force, a senior employee may exercise their seniority preference over a junior employee in the same classification of work, provided they have the necessary qualifications to perform the duties of the job involved. Employees shall be laid off according to seniority in the inverse order of hiring. (Employees shall be given five (5) working days' notice of layoff or reduction of hours, in writing.) Employees shall be rehired according to seniority in the inverse order of layoff or reduction of hours, except that no employee shall be retained or recalled if the employee is unable to return within 24 hours to perform the work available.

Section E: Any employee may be temporarily transferred from one department to another when vacancies or requirements of work, as determined by the Employer, require such transfers. If the job to which such employee is transferred pays a higher rate of pay than his/her regularly scheduled employment, then such employee shall receive such higher rate during the time when he/she is employed in such higher-rated job. If the employee is temporarily transferred to a job with a lower rate of pay than his/her regularly scheduled employment, then such employee shall receive his/her regular rate of pay during the period of temporary transfer. No non-Union part-time or full-time employees shall take the place of a regularly-scheduled employee on said employee's regularly-assigned section unless the Employer first attempted to contact the regularly scheduled employee for purposes of offering him/her the work.

Section F: A seniority list of all employees covered under this Agreement will be prepared by the Employer twice per year, at the end of the pay period occurring nearest the following dates: April 1 and October 1 of each year. This seniority list will be posted on a bulletin board in Bigfork Valley. Such seniority list shall specify the seniority hours of each employee. Within ten (10) business days thereafter, an employee may file with the Employer any objection to such seniority ratings. Within fifteen (15) business days of such posting, the Union and the Employer shall mutually agree on such correction or if this cannot be done, the matter shall be subject to arbitration. After so corrected, whether by agreement or arbitration, such seniority rating shall be permanent and remain in effect until the next quarterly seniority list is prepared. In the event of a layoff, a seniority list will be prepared showing all employee seniority hours as of the last complete pay period prior to the layoff.

Section G: All seniority lists and job vacancies as provided for in this Article will be posted upon bulletin boards as may be mutually agreed upon by the parties hereto.

Section H: If any vacancy or newly-created position shall occur in the bargaining unit, such vacancy shall be posted on the bulletin board for five (5) calendar days. Any employee may apply in writing for such vacancy during such five (5) day period. The Employer, during such five (5) day period, may assign, temporarily, any employee to such vacancy. The employer shall provide the local union president, or in the president's absence, another union officer, notification in writing of newly created positions, layoffs, permanent reductions in hours and the elimination of positions. The Employer may, in its discretion, advertise the vacancy externally before the internal posting period has expired.

If an employee covered by this Agreement applies for a position but has any disciplinary action related to absenteeism within the previous twelve (12) months, they may be considered ineligible for job transfer.

The senior employee making application within five (5) calendar days of the posting shall be transferred to fill the vacancy or new position, provided he/she is the most qualified applicant to perform the duties of the job involved. The Bigfork Valley CEO or other appropriate department head shall make the determination as to whether or not an applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the normal Grievance Procedure. Until such vacancy is permanently filled, the Employer may assign any employee to temporarily fill such vacancy.

No employee may be permanently transferred to another department without such employee's consent. An employee who is permanently transferred to a new classification shall be classified as an introductory employee for the first 240 hours in the new department and/or classification; and during such introductory period, if the Employer determines that such employee is not qualified, the Employer may re-transfer such employee to his/her previous department, and classification; and he/she shall be restored to said position and the applicable pay rate for said position.

Section I: A former employee, whose employment and seniority is terminated and is subsequently re-employed by the Employer, assumes the same status as a new employee.

Section J: If any dispute arises because of the interpretation or application of any provision of this Article, such dispute shall be determined by the provisions of Article 18; provided however, that no retroactive pay shall be awarded any grievant who may be awarded a position with higher pay, unless the arbitrator shall determine that the Employer's decision is malicious or willful.

Section K: An employee employed by the Employer prior to being covered by the bargaining agreement, shall have no seniority of any kind until such employee has applied for a posted vacancy and has been accepted as a full or part-time employee. If an employee bids for and obtains a full or part-time position and has accumulated thirty (30) calendar days of employment with Employer, those days can be

used for the purpose of becoming Union members. The employee's seniority for job bid and layoff preference will begin at 0 (zero) at the time of acceptance as a full or part-time employee.

Section L: Adoption of the revised seniority language as set forth in this Agreement shall have no retroactive effect on job positions previously awarded under former collective bargaining agreements. All revisions shall apply from the date both parties have signed the contract forward.

ARTICLE 14

LEAVE OF ABSENCE

Section A: A leave of absence shall be granted if the employee qualifies for the leave under the provisions of the Family Medical Leave Act (FMLA).

Section B: Other leaves of absence may be granted by the Employer after one year (2080 hours) of continuous service when in the employer's opinion an employee has a legitimate reason for requesting such leave, provided such leave shall not exceed ninety (90) days duration. The Employer shall notify the Union of all leaves in excess of thirty (30) days granted under this provision.

Leaves of absence exceeding ninety (90) days duration shall be granted only by mutual agreement of the Employer and the Union.

Section C: Except for disability as above provided, an employee granted a leave of absence shall not accumulate any additional seniority during the period covered by such leave of absence.

Section D: When an employee is out on leave of absence, they are required to call their supervisor weekly to communicate the status of their leave.

ARTICLE 15

RESIGNATION / CORRECTIVE ACTION / DISCIPLINE

Section A: Employees covered by this Agreement electing to resign or quit their employment or reduce to casual status shall give the Employer two (2) weeks written notice and shall continue in the Employer's service during this two (2) week period, with the exception that the employee may leave sooner when competent replacement can be found by the Employer, or by mutual agreement between the employee and the employer due to extenuating circumstances. Licensed personnel shall give four (4) weeks' notice.

Section B: Upon termination of employment, employees having one or more continuous years of service shall receive accumulated PTO pay and all other accumulated benefits as provided in this Agreement. Upon the request of the Union, the parties may discuss the eligibility for benefits under this section for an employee with less than one continuous year of service.

Section C: PROGRESSIVE DISCIPLINE: For non-serious misconduct "progressive discipline" shall prevail. Such discipline shall be constructive in nature and is intended to encourage improved performance. The normal disciplinary progression shall be:

1) Verbal warning
2) Written warning
3) Suspension without pay, not to exceed 5 work days
4) Termination of employment

The Employer shall not discipline or discharge an employee who has completed his/her probationary period without just cause nor without following the steps of progressive discipline except in instances of gross misconduct.

Section D: GROSS MISCONDUCT: The Employer may bypass one (1) or more steps of progressive discipline in cases of gross misconduct, including, but not limited to:

1. Neglect, maltreatment or abuse of a patient as defined under the Vulnerable Adult Act;
2. Theft;
3. Intentional sabotage or intentional damage to property;
4. Falsification of facility records;
5. Use, sale, transfer or possession of alcohol or drugs while on any Employer premises, and or reporting to or being under the influence of drugs or alcohol while at work;
6. Violations of HIPAA;
7. Display, use or threat of use of firearms or any other dangerous weapons on facility property or while on duty;
8. Threat of harm to any employee, patient, client or resident;
9. Engaging in an illegal act resulting in a disqualification under the Department of Human Services (DHS) background study division;

The foregoing examples shall not restrict the right of the Employer to summarily discharge employees for other forms of gross misconduct. The employer shall provide evidence on a case by case basis as to how the behavior is to be considered "gross" and the level of discipline is "just".

Section E: Employees may request the presence of a Union representative at meetings with the Employer to discuss disciplinary action. Union Representation will be limited to one (1) Union officer or member and will be paid by the Employer at the employee's regular rate of pay, not to result in overtime, at a maximum of one (1) hour per meeting. Employees must receive prior approval from their supervisor.

This provision shall not prevent the Council 65 Labor Representative from participating in the meeting in addition to the above listed officer or member.

Section F: NOTIFICATON OF DISCHARGE: Following proper investigation, an employee discharged shall be informed in writing at the time of discharge of the reasons for the discharge and notification of the discharge shall be provided to the Union unless the employee requests the copy not be sent.

Section G: GRIEVANCE PROCESS: The Union or the employee so discharged may protest such discharge within ten (10) days of the time of discharge by invoking the Article 18 grievance procedure beginning at Step 2. If such objection is not so submitted to Bigfork Valley within the ten (10) days, such employee and the Union shall be barred from any claims of any kind against the Employer herein.

Section H: WRONGFUL DISCHARGE: Any employee who has 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, PTO pay or other benefits; provided, however, that the arbitrator may, in his/her determination of the amount of back wages to be awarded, take into consideration the wages the employee earned elsewhere during the period of suspension.

Section I: DURATION OF RECORD: Verbal and written warnings for non-serious misconduct shall become invalid as a basis for proceeding to the next step of progressive discipline after twelve (12) months have elapsed from the last written warning. All measures of discipline will be documented in the employee's personnel file.

Section J: A hard copy of any requested policy can be obtained from Human Resources.

ARTICLE 16

BULLETIN BOARD

The Employer will erect and maintain a bulletin board of reasonable size to be placed in such part of the institution as may be mutually agreed upon between the Union and the Employer; which bulletin board shall be for the use of the Union to post any notice or document relating to Union affairs and which notices or documents shall be subject to advance review by the CEO.

ARTICLE 17

JURY DUTY

An employee called for jury duty shall be paid the difference between the daily pay received and his/her regular, straight-time day shift wages for those days on which he/she otherwise was scheduled for work.

ARTICLE 18

GRIEVANCE PROCEDURE

A grievance shall be defined as a dispute or disagreement as to the interpretation or application of the terms of this Agreement. All grievances shall be adjusted in the following manner:

STEP 1: First, the employee and the department head shall attempt to adjust the grievance or alternately the employee and/or the Union president or Union Steward shall attempt to adjust the grievance with the department head and/or the Human Resources Manager. No grievance will be considered by any department head or representative of the Employer unless it is brought to the attention of the department head or Human Resources Manager, in writing, in a meeting with the department head or Human Resources Manager within ten (10) business days of its alleged occurrence, excluding weekends and holidays. The Human Resources Manager will respond in writing, preferably e-mail so it is date stamped.

STEP 2: If such grievance cannot be resolved within such ten (10) business day period, the employee shall reduce the grievance to writing on a form to be supplied by the Union. The grievance shall be so reduced to writing and submitted to the CEO's office within fifteen (15) business days after the occurrence of the alleged grievance; provided, however, grievances as to the amount of money due and payable to any employee for wages, hours worked, PTO allowance, and days off, must be filed and furnished to the CEO's office within fifteen (15) business days after the first regular payday following the occurrence of such alleged violation relating to such wages. The written grievance shall specify the nature of the grievance and the specific provisions of this Agreement alleged to have been violated and shall be signed by the union and the employee(s) asserting the grievance.

Failure to give any such notice of any grievance shall constitute a permanent waiver and bar of this grievance and the employee and the Union shall be forever foreclosed from raising any complaint or

grievance in regard thereto. A representative of the Employer and the Union shall promptly after the submission of such grievance in writing, by mutual negotiation, attempt to arrive at a satisfactory settlement thereof. Within fifteen (15) business days after receipt of the written grievance, the Employer shall present a written answer to the grievance labeled as the Step 2 response, with copy to the grievant and the Union representative who attended the Step 2 meeting.

STEP 2A: Upon completion of Step 2 and prior to requesting Step 3, arbitration, the Union and the Employer may mutually agree to request mediation of the grievance through the Minnesota Bureau of Mediation Services. Such mutual request must be made within ten (10) business days following the Step 2 response. In the event the parties mutually agree to mediation, the time limit for requesting Step 3, arbitration, shall commence as of the date of conclusion of the mediation. In the event the parties do not mutually agree to mediation, the time limit for submitting the grievance to Step 3, arbitration, shall be measured from the date of receipt of the Step 2 response as set forth in Step 3.

STEP 3: If the grievance is not resolved in Step 2, either party may refer the matter to arbitration.

Any demand for arbitration shall be in writing and must be received by the other party within ten (10) business days following receipt of the written answer to the grievance. The party requesting arbitration must, within ten (10) business days of requesting arbitration, submit to the Bureau of Mediation Services, State of Minnesota, a request for a list of seven neutral arbitrators and the arbitration must be scheduled to be completed within sixty (60) calendar days of the date on which the list of neutral arbitrators was requested. The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between Bigfork Valley and the Union.

Time is of the essence in resolving all grievances. The arbitrator shall not have jurisdiction to hear or try any case unless there has been strict compliance with the time limitations set out herein and to the extent that the grievance concerns any provision of this Agreement and such arbitrator shall have authority only to interpret and apply the provisions of this Agreement, but shall not have authority to alter any of the provisions hereof in any way; provided, however, that the time limitations of any Step or Steps in the grievance procedure herein specified may be extended by written approval of the parties hereto.

The award of the arbitrator shall be final and binding upon the Union, Bigfork Valley, and the employees.

ARTICLE 19

TIME OFF FOR UNION ACTIVITIES

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

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 Bigfork Valley CEO.

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

ARTICLE 20

UNION ACCESS TO PREMISES

Section A: The International Representative of the Union who customarily handles grievances shall have access to the premises of the Employer at reasonable times and subject to reasonable rules and with the knowledge of the CEO's Office to investigate grievances with which he/she is concerned.

Section B: The Union agrees that the Union and the employees covered by this Agreement will not conduct or carry on any Union activity on the Employer's premises which will materially interfere or tend to interfere with the operation of Bigfork Valley.

Section C: Upon at least two weeks' advance notice the Union may use available rooms for Union meetings.

ARTICLE 21

HOSPITAL-MEDICAL INSURANCE

Section A: The Employer will provide a group hospital and medical insurance coverage, and the premium rates will follow the Hospital Plan Documents. Funding of the Health Savings Account (HSA) will follow Hospital Plan Documents.

Section B: Notwithstanding any other provision of this agreement to the contrary, all questions of eligibility, coverage and level of benefits due under the Hospital and Medical Insurance Plan provided by the Employer, shall be governed by the terms and conditions of the Hospital and Medical Insurance Plan; the terms of which are hereby incorporated into this Agreement by reference.

Any decision of the Insurer as to eligibility coverage or level of benefits due shall be final and binding and not subject to Article 18 of this Agreement.

ARTICLE 22

PENSION

Effective January 1, 2007, the Employer will provide a pension plan under which employee contributions of four percent (4%) of compensation are matched by the Employer.

ARTICLE 23

DRUG AND ALCOHOL USE AND TESTING

Section A: To maintain a work environment free from the influence of illegal drugs and alcohol to protect the health, safety, and welfare of our employees, residents, patients and the general public, all employees shall be subject to drug and alcohol testing as provided by the Bigfork Valley Drug and Alcohol policies.

ARTICLE 24

WAGES

2020

STEP	1	2	3	4	5	6	7	8	9	10	11	12
2020	Start to 1040 hours	1041 to 2080 hours	2081 to 4160 hours	4161 to 6240 hours	6241 to 8320 hours	8321 to 10400 hours	10401 to 14560 hours	14561 to 20800 hours	20801 to 31200 hours	31201 to 41600 hours	41601 to 52000 hours	Over 52000 hours
HOSPITAL/MEDICAL												
CNA /CARE ASSISTANT	14.24	14.52	14.82	15.11	15.41	15.72	16.04	16.36	16.77	17.19	17.77	18.13
COOK	12.69	13.49	14.62	15.23	15.55	15.78	16.60	16.86	17.33	17.81	18.49	18.90
HOUSEKEEPER	12.86	13.50	14.22	14.50	14.79	15.31	15.86	16.25	16.79	16.96	17.13	17.30
SURGERY CENTER SECRETARY	14.72	15.35	15.60	15.94	16.48	17.03	18.11	18.33	18.71	19.16	19.84	20.29
SENIOR SERVICES												
ASSISTED LIVING / HOME CARE LPN	17.58	17.77	18.06	18.59	19.09	19.71	21.18	21.43	21.85	22.37	23.14	23.67
ASSISTED LIVING / HOME CARE CNA	14.24	14.52	14.82	15.11	15.41	15.72	16.04	16.36	16.77	17.19	17.77	18.13
HELATH UNIT COORDINATOR	13.48	13.63	13.85	14.25	14.63	15.10	15.46	15.63	15.97	16.36	16.94	17.33
LIFE ENRICHMENT AIDE - CERTIFIED	14.55	14.83	15.45	15.96	16.34	16.56	17.12	17.39	17.87	18.41	19.08	19.52
LIFE ENRICHMENT AIDE - NON-CERTIFIED	12.69	12.82	13.07	13.33	13.47	13.87	14.70	14.85	15.15	15.45	16.07	16.39
LTC HOUSEKEEPER	12.86	13.50	14.22	14.50	14.79	15.31	15.86	16.25	16.79	16.96	17.13	17.30
LTC CNA	14.55	14.83	15.45	15.96	16.34	16.56	17.12	17.39	17.87	18.41	19.08	19.52
LTC COOK	12.69	13.49	14.62	15.23	15.55	15.78	16.60	16.86	17.33	17.81	18.49	18.90
LTC LPN	18.54	18.75	19.05	19.61	20.13	20.79	22.02	22.27	22.70	23.25	24.04	24.59
CLERICAL												
ADDMITTING CLERK	13.76	14.63	15.47	16.35	17.10	17.44	17.77	18.06	18.50	19.01	19.73	20.17
COLLECTION SPECIALIST	14.60	15.52	16.41	17.35	18.12	18.50	18.85	19.16	19.62	20.15	20.91	21.39
MEDICAL RECORDS ASSISTANT	15.17	15.49	15.79	16.13	16.41	16.75	17.90	18.18	18.61	19.11	19.85	20.28
NON-CERTIFIED CODER	15.44	15.61	15.86	16.24	16.53	17.07	18.17	18.37	18.76	19.22	19.88	20.33
PATIENT ACCOUNT REPRESENTATIVE	14.27	15.17	16.06	16.96	17.73	18.09	18.43	18.73	19.17	19.71	20.44	20.92
REFERRAL REPRESENTATIVE	14.19	15.11	15.97	16.88	17.63	18.00	18.35	18.64	19.09	19.62	20.36	20.81
REGISTRATION COORDINATOR	12.75	13.59	14.37	15.23	15.94	16.26	17.39	17.68	18.14	18.64	19.32	19.77
OUTPAITENT SERVICES												
ATHLETIC TRAINER	14.13	14.27	14.49	14.77	14.92	15.25	16.39	16.59	16.93	17.36	17.96	18.38
CERTIFIED PHARMACY TECHNICIAN	16.26	16.42	16.75	17.25	17.60	17.86	18.51	18.78	19.16	19.56	20.25	20.75
NON-CERTIFIED PHARMACY TECHNICIAN	13.35	13.50	13.72	14.12	14.71	15.20	16.16	16.35	16.71	17.12	17.72	18.14
PHARMACY CLERK	11.00	11.12	11.30	11.42	11.65	12.05	12.78	12.84	13.13	13.46	13.94	14.28
PHYSICAL THERAPY SECRETARY	12.95	13.07	13.28	13.55	13.69	14.13	15.18	15.36	15.70	16.09	16.66	17.05
RURUAL HEALTHCARE TECHNICIANS	15.85	16.03	16.28	16.74	17.19	17.69	18.84	19.05	19.44	19.89	20.59	21.05
MAINTENANCE/SUPPORT												
BUS DRIVER/COURIER	12.51	13.26	14.29	14.75	15.10	15.29	16.24	16.51	16.98	17.45	18.12	18.53
JANITOR	13.79	14.43	15.33	15.83	16.10	16.22	16.38	16.57	16.94	17.32	17.98	18.39
MAINTENANCE W CLASS 1-C	22.05	22.98	24.35	25.14	25.55	25.81	26.01	26.36	26.84	27.43	28.44	29.06
MAINTENANCE W/LICENSE	17.85	18.61	19.72	20.35	20.69	20.90	22.11	22.42	22.85	23.36	24.23	24.75
MAINTENANCE W/O LICENSE	17.36	18.14	19.27	19.92	20.25	20.40	21.66	21.91	22.38	22.85	23.70	24.22
RECEIVING DISTRIBUTION CLERK	11.66	12.47	13.15	13.78	14.88	15.23	16.35	16.61	17.06	17.56	18.24	18.65

2021

STEP	1	2	3	4	5	6	7	8	9	10	11	12
2021	Start to 1040 hours	1041 to 2080 hours	2081 to 4160 hours	4161 to 6240 hours	6241 to 8320 hours	8321 to 10400 hours	10401 to 14560 hours	14561 to 20800 hours	20801 to 31200 hours	31201 to 41600 hours	41601 to 52000 hours	Over 52000 hours
HOSPITAL/MEDICAL												
CNA /CARE ASSISTANT	14.52	14.82	15.11	15.41	15.72	16.04	16.36	16.68	17.10	17.53	18.13	18.49
COOK	12.95	13.76	14.91	15.53	15.87	16.10	16.93	17.20	17.67	18.17	18.86	19.28
HOUSEKEEPER	13.12	13.77	14.50	14.79	15.09	15.62	16.17	16.58	17.13	17.30	17.47	17.64
SURGERY CENTER SECRETARY	15.01	15.65	15.91	16.25	16.81	17.37	18.47	18.69	19.08	19.55	20.23	20.70
SENIOR SERVICES												
ASSISTED LIVING / HOME CARE LPN	17.93	18.13	18.42	18.96	19.47	20.10	21.60	21.86	22.29	22.82	23.60	24.15
ASSISTED LIVING / HOME CARE CNA	14.52	14.82	15.11	15.41	15.72	16.04	16.36	16.68	17.10	17.53	18.13	18.49
HELATH UNIT COORDINATOR	13.75	13.90	14.12	14.53	14.92	15.40	15.77	15.94	16.28	16.68	17.28	17.68
LIFE ENRICHMENT AIDE - CERTIFIED	14.84	15.12	15.75	16.28	16.66	16.89	17.46	17.74	18.23	18.78	19.47	19.91
LIFE ENRICHMENT AIDE - NON-CERTIFIED	12.94	13.07	13.33	13.60	13.74	14.15	15.00	15.15	15.45	15.76	16.39	16.72
LTC HOUSEKEEPER	13.12	13.77	14.50	14.79	15.09	15.62	16.17	16.58	17.13	17.30	17.47	17.64
LTC CNA	14.84	15.12	15.75	16.28	16.66	16.89	17.46	17.74	18.23	18.78	19.47	19.91
LTC COOK	12.95	13.76	14.91	15.53	15.87	16.10	16.93	17.20	17.67	18.17	18.86	19.28
LTC LPN	18.91	19.13	19.43	20.00	20.54	21.20	22.46	22.71	23.15	23.72	24.53	25.08
CLERICAL												
ADDMITTING CLERK	14.04	14.92	15.78	16.68	17.44	17.79	18.13	18.42	18.87	19.39	20.12	20.57
COLLECTION SPECIALIST	14.89	15.83	16.74	17.70	18.48	18.87	19.23	19.54	20.01	20.55	21.33	21.82
MEDICAL RECORDS ASSISTANT	15.48	15.80	16.11	16.45	16.74	17.09	18.26	18.54	18.98	19.49	20.24	20.69
NON-CERTIFIED CODER	15.74	15.92	16.18	16.56	16.86	17.41	18.53	18.74	19.14	19.60	20.28	20.74
PATIENT ACCOUNT REPRESENTATIVE	14.56	15.48	16.38	17.30	18.08	18.45	18.79	19.11	19.56	20.10	20.85	21.34
REFERRAL REPRESENTATIVE	14.48	15.41	16.29	17.22	17.98	18.36	18.72	19.02	19.47	20.01	20.76	21.23
REGISTRATION COORDINATOR	13.00	13.86	14.66	15.53	16.25	16.59	17.74	18.03	18.50	19.01	19.71	20.16
OUTPAITENT SERVICES												
ATHLETIC TRAINER	14.41	14.56	14.78	15.07	15.22	15.56	16.72	16.92	17.27	17.70	18.32	18.74
CERTIFIED PHARMACY TECHNICIAN	16.59	16.75	17.09	17.60	17.95	18.22	18.88	19.16	19.54	19.95	20.65	21.17
NON-CERTIFIED PHARMACY TECHNICIAN	13.61	13.77	13.99	14.40	15.00	15.50	16.49	16.68	17.04	17.46	18.08	18.50
PHARMACY CLERK	11.22	11.35	11.53	11.65	11.88	12.29	13.03	13.10	13.39	13.73	14.22	14.56
PHYSICAL THERAPY SECRETARY	13.21	13.34	13.55	13.82	13.97	14.41	15.49	15.67	16.02	16.42	16.99	17.39
RURUAL HEALTHCARE TECHNICIANS	16.17	16.35	16.60	17.08	17.53	18.04	19.22	19.43	19.83	20.29	21.00	21.47
MAINTENANCE/SUPPORT												
BUS DRIVER/COURIER	12.76	13.52	14.58	15.04	15.40	15.60	16.56	16.84	17.32	17.80	18.48	18.90
JANITOR	14.07	14.72	15.63	16.14	16.42	16.54	16.71	16.90	17.28	17.67	18.33	18.75
MAINTENANCE W CLASS 1-C	22.49	23.44	24.84	25.64	26.06	26.33	26.53	26.88	27.38	27.98	29.01	29.64
MAINTENANCE W/LICENSE	18.21	18.98	20.12	20.76	21.10	21.31	22.56	22.87	23.31	23.83	24.71	25.25
MAINTENANCE W/O LICENSE	17.71	18.51	19.66	20.31	20.66	20.80	22.09	22.35	22.83	23.31	24.17	24.70
RECEIVING DISTRIBUTION CLERK	11.89	12.71	13.41	14.06	15.18	15.53	16.68	16.94	17.41	17.91	18.60	19.02

2022

STEP	1	2	3	4	5	6	7	8	9	10	11	12
2022	Start to 1040 hours	1041 to 2080 hours	2081 to 4160 hours	4161 to 6240 hours	6241 to 8320 hours	8321 to 10400 hours	10401 to 14560 hours	14561 to 20800 hours	20801 to 31200 hours	31201 to 41600 hours	41601 to 52000 hours	Over 52000 hours
HOSPITAL/MEDICAL												
CNA /CARE ASSISTANT	14.82	15.11	15.41	15.72	16.04	16.36	16.68	17.02	17.44	17.88	18.49	18.86
COOK	13.21	14.03	15.21	15.84	16.18	16.42	17.27	17.54	18.02	18.53	19.23	19.66
HOUSEKEEPER	13.38	14.05	14.79	15.09	15.39	15.93	16.50	16.91	17.47	17.64	17.82	18.00
SURGERY CENTER SECRETARY	15.31	15.97	16.23	16.58	17.14	17.72	18.84	19.07	19.46	19.94	20.64	21.11
SENIOR SERVICES												
ASSISTED LIVING / HOME CARE LPN	18.29	18.49	18.79	19.34	19.86	20.51	22.03	22.29	22.73	23.27	24.08	24.63
ASSISTED LIVING / HOME CARE CNA	14.82	15.11	15.41	15.72	16.04	16.36	16.68	17.02	17.44	17.88	18.49	18.86
HELATH UNIT COORDINATOR	14.02	14.18	14.41	14.83	15.22	15.71	16.08	16.26	16.61	17.02	17.63	18.03
LIFE ENRICHMENT AIDE - CERTIFIED	15.14	15.42	16.07	16.60	17.00	17.22	17.81	18.10	18.59	19.16	19.86	20.31
LIFE ENRICHMENT AIDE - NON-CERTIFIED	13.20	13.33	13.60	13.87	14.01	14.43	15.30	15.45	15.76	16.07	16.72	17.05
LTC HOUSEKEEPER	13.38	14.05	14.79	15.09	15.39	15.93	16.50	16.91	17.47	17.64	17.82	18.00
LTC CNA	15.14	15.42	16.07	16.60	17.00	17.22	17.81	18.10	18.59	19.16	19.86	20.31
LTC COOK	13.21	14.03	15.21	15.84	16.18	16.42	17.27	17.54	18.02	18.53	19.23	19.66
LTC LPN	19.28	19.51	19.82	20.40	20.95	21.63	22.91	23.17	23.62	24.19	25.02	25.58
CLERICAL												
ADDMITTING CLERK	14.32	15.22	16.09	17.01	17.79	18.14	18.49	18.79	19.25	19.78	20.52	20.99
COLLECTION SPECIALIST	15.19	16.15	17.08	18.05	18.85	19.25	19.61	19.93	20.41	20.97	21.76	22.25
MEDICAL RECORDS ASSISTANT	15.79	16.12	16.43	16.78	17.08	17.43	18.63	18.91	19.36	19.88	20.65	21.10
NON-CERTIFIED CODER	16.06	16.24	16.50	16.90	17.20	17.76	18.90	19.11	19.52	19.99	20.68	21.16
PATIENT ACCOUNT REPRESENTATIVE	14.85	15.79	16.70	17.64	18.45	18.82	19.17	19.49	19.95	20.50	21.27	21.77
REFERRAL REPRESENTATIVE	14.77	15.72	16.61	17.56	18.34	18.73	19.09	19.40	19.86	20.41	21.18	21.65
REGISTRATION COORDINATOR	13.26	14.13	14.95	15.84	16.58	16.92	18.10	18.39	18.87	19.39	20.10	20.57
OUTPAITENT SERVICES												
ATHLETIC TRAINER	14.70	14.85	15.07	15.37	15.53	15.87	17.05	17.26	17.62	18.06	18.69	19.12
CERTIFIED PHARMACY TECHNICIAN	16.92	17.09	17.43	17.95	18.31	18.58	19.25	19.54	19.93	20.35	21.06	21.59
NON-CERTIFIED PHARMACY TECHNICIAN	13.89	14.04	14.27	14.69	15.30	15.81	16.82	17.01	17.38	17.81	18.44	18.87
PHARMACY CLERK	11.44	11.57	11.76	11.88	12.12	12.54	13.29	13.36	13.66	14.01	14.50	14.85
PHYSICAL THERAPY SECRETARY	13.48	13.60	13.82	14.10	14.25	14.70	15.80	15.98	16.34	16.74	17.33	17.74
RURUAL HEALTHCARE TECHNICIANS	16.49	16.67	16.93	17.42	17.89	18.41	19.61	19.82	20.22	20.70	21.42	21.90
MAINTENANCE/SUPPORT												
BUS DRIVER/COURIER	13.01	13.80	14.87	15.35	15.71	15.91	16.90	17.18	17.66	18.16	18.85	19.28
JANITOR	14.35	15.02	15.95	16.47	16.75	16.87	17.04	17.24	17.63	18.02	18.70	19.13
MAINTENANCE W CLASS 1-C	22.94	23.91	25.34	26.15	26.58	26.85	27.06	27.42	27.93	28.54	29.59	30.23
MAINTENANCE W/LICENSE	18.57	19.36	20.52	21.17	21.52	21.74	23.01	23.32	23.77	24.30	25.21	25.75
MAINTENANCE W/O LICENSE	18.06	18.88	20.05	20.72	21.07	21.22	22.53	22.79	23.29	23.77	24.65	25.20
RECEIVING DISTRIBUTION CLERK	12.13	12.97	13.68	14.34	15.48	15.84	17.01	17.28	17.75	18.27	18.97	19.40

Article 25

ADDITIONAL WAGE AND TRAINING PROVISIONS

Section A. Nursing Assistants in Long Term Care and Assisted Living/Home Care completing the Elder Care Specialist curriculum and eligibility requirements will receive a premium of ninety cents ($.90) per hour. In order to continue to be eligible, an Elder Care Specialist may be required to submit and pass a competency evaluation periodically.

Section B: Nursing Assistants in Long Term Care and Assisted Living certified as TMAs (Trained Med Aides) shall receive thirty cents ($.30) per hour over the rate for Nursing Assistants. In order to continue to be eligible, a TMA may be required to submit to and pass a competency evaluation periodically.

Section C: All employees who have obtained a Geriatric LPN Certification shall receive an additional twenty cents ($.20) per hour.

Section D: Employees who are assigned lead responsibilities shall receive a premium of one dollar ($1.00) per hour. Lead responsibilities will be awarded at Management's discretion.

Section E: Parties agree to grandfather current Bus Driver as per Employer letter dated 10/6/00.

Section F: All employees in the cook classification shall be cross-trained to perform job duties in the main kitchen and community kitchens.

Section G: Experience credit may be given at the Employer's discretion. The employer shall only consider same and similar work experience for the purposes of advancing a new hire on the step scale. If an employee who has previously received an experience credit upon hiring is re-hired into the same job classification, the re-hired employee will be slotted on the pay matrix at the step he/she occupied at the time he/she last worked at Bigfork Valley in that job classification. If an employee is granted an experience credit, the employer will notify the union president of the experience credit granted.

Section H: Rural Health Techs receiving their LPN License shall receive an additional one dollar ($1.00) per hour.

Section I: Annual Board Registration renewal expenses for employees working in the Pharmacy Tech Classification shall be reimbursed upon submission of receipt.

ARTICLE 26

SUCCESSOR CLAUSE

This Agreement shall be binding upon Bigfork Valley's successors and assigns.

ARTICLE 27

DURATION OF AGREEMENT

The terms and conditions of this Agreement shall become effective as of the date first above mentioned and shall continue in full force and effect until December 31, 2022, and thereafter, from year to year, unless either party shall give written notice to the other party, ninety (90) days before the annual expiration date, of its desire to terminate or amend this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed this 31 day of December, 2019.

NORTHERN ITASCA HOSPITAL DISTRICT, d/b/a BIGFORK VALLEY

By _____
Its Chief Executive Officer

LOCAL UNION #3239, MINNESOTA COUNCIL NO. 65, AMERICAN FEDERATION OF STATE, COUNTY & MUNICIPAL EMPLOYEES, AFL-CIO

By _____
Its Staff Representative

Linda Koppenaan
Its President

LETTER OF UNDERSTANDING

This letter of understanding is entered into between Northern Itasca Hospital District, d/b/a Bigfork Valley ("Employer") and Minnesota Council 65, AFSCME, Local 3239 ("Union").

The undersigned parties agree that:

1. The position title of Collections Specialist will change to Self-Pay Collections with the following wage scale.

2. The position of Data Entry Specialist will be added to the Union with the following wage scale.

3. The position of Senior Services Biller will be added to the Union with the following wage scale.

	Start to 1040 hours	1041 to 2080 hours	2081 to 4160 hours	4161 to 6240 hours	6241 to 8320 hours	8321 to 10400 hours	10401 to 14560 hours	14561 to 20800 hours	20801 to 31200 hours	31201 to 41600 hours	41601 to 52000 hours	Over 52000 hours
Self-Pay Collections	16.39	16.55	16.80	17.81	18.61	18.98	19.86	20.25	20.84	21.25	22.08	22.73
Data Entry Specialist	14.37	15.25	16.11	17.01	17.77	18.12	18.46	18.75	19.20	19.72	20.45	20.90
Senior Services Biller	17.52	17.92	18.32	18.75	19.47	20.19	20.93	21.96	22.45	23.03	23.61	24.20

Dated this 10th day of August 2021.

AFSCME Minnesota Council #65
Local Union #3239, Bigfork, MN

Leann Stoll, Council #65, Staff

AFSCME Local Union #3239, President
Linda Koppelmann

-Vice president
in the absence of Linda Koppelman
(Kyle Buckingham, VP)

Northern Itasca Hospital District
d/b/a Bigfork Valley, Bigfork, MN

Aaron Saude, CEO