

LABOR AGREEMENT

BETWEEN

DULUTH CLINIC-VIRGINIA

AND

MINNESOTA COUNCIL 65

AMERICAN FEDERATION OF STATE, COUNTY

AND MUNICIPAL EMPLOYEES, AFL-CIO

LOCAL UNION #3454

APRIL 1, 2021 – MARCH 31, 2024

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LABOR AGREEMENT
DULUTH CLINIC, VIRGINIA

AND

MINNESOTA COUNCIL 65, AMERICAN FEDERATION OF
STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO

THIS AGREEMENT, is made and entered into as of August 12, 2021 by and between Duluth Clinic-Virginia and Duluth Clinic-Virginia West of Virginia, and Aurora, Minnesota hereinafter referred to as the "Clinic" or "Employer", and Minnesota Council No. 65, American Federation of State, County, and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union".

ARTICLE 1
COVERAGE

Section 1: For all purposes of this Agreement, the Employer, in accordance with the certification issued by the National Labor Relations Board in Case No. 18-RC-10733, dated January 6, 1976, and pertaining to the predecessor employer East Range Clinics, Ltd., recognizes the Union as the exclusive representative of the employees described in said certification and employed by it at Virginia, Aurora, Minnesota.

Section 2: This Agreement shall not apply to or include the following: medical practitioners, registered nurses, confidential employees, casual employees, audiologists, refractionists, physician assistants, guards, and supervisors, as defined in the National Labor Relations Act as amended.

ARTICLE 2
RECOGNITION

Section 1: The Employer recognizes the Union as the exclusive representative of the employees for purposes of collective bargaining with respect to their rates of pay, wages, hours, and other conditions of employment, in accordance with the National Labor Relations Act as amended, as per the certification referred to in Article 1, Section 1.

Section 2: Both parties to this Agreement recognize that the Clinic is an EEO/AA Employer and agree not to discriminate against or harass any employee because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, political beliefs, status with regard to public assistance, activities in a local commission dealing with discrimination issues, disabled veterans, veterans of the Vietnam era, or any other protected category as defined by the law. Further, there shall be no discrimination based on membership or participation in the affairs of the Union.

ARTICLE 3
INTENT AND PURPOSE

The purpose of the Agreement is to:

- a. Promote and ensure harmonious relations, foster communications, 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 employee's considerate and courteous treatment and the employees directly and through their agent (the Union) pledge the Employer loyal and efficient service. It is the responsibility of all clinic staff to encourage positive customer relations and promote continuous quality improvement

ARTICLE 4
MANAGEMENT FUNCTIONS

The management of the Clinic in the traditional manner and selection and direction of personnel are rights vested exclusively in the Employer except to the extent that these rights are limited by an express and specific provision of this Agreement. These rights include, but are not limited to:

- a. Maintain discipline standards and discipline employees for just cause;
- b. Establish at any time and from time to time such reasonable working schedules and working rules as the Employer may deem advisable;
- c. Hire from any source whomever the Employer chooses to fill positions of employees;
- d. Assign, transfer, promote, demote, lay off and discharge employees;
- e. Require from every employee efficient service in the performance of job duties in accordance with standards determined by the Employer;
- f. Determine at any time and from time to time, the number and qualifications of jobs, the means and procedures of operations and the number and location of its Clinics and other facilities, including, by way of example and not limitation, the contracting out of work and assignment between classifications, including temporary assignments.

The Union agrees to observe and uphold such reasonable rules and regulations as the Employer from time to time may establish.

The Employer shall have the right to enforce compliance for the purpose of proper management of the institution.

ARTICLE 5
UNION AFFAIRS

Section 1: The Employer recognizes the right of the Union to appoint stewards, certified in writing by the Union to the Employer. Stewards shall have the responsibility for handling grievances in accordance with the procedures set forth in the grievance procedure of this agreement.

Section 2: When it is reasonable and necessary for a Union agent other than an employee, to enter the Clinic to investigate a previously filed grievance, such agent shall first secure permission from the Clinic Administrator and shall then obtain a mutually satisfactory date and time for the visit. A representative of the Clinic may accompany the Union agent while he is in the Clinic.

Section 3: Employees shall not, during working hours, engage in any solicitation or union activities which interfere with the performance of their duties.

Section 4: The Clinic shall furnish a bulletin board for the use of the Union. All materials posted on the board must be initialed by the steward. Bulletin board postings shall be restricted to official Union business.

Section 5: After the conclusion of the scheduled General Orientation day for new hires, a representative of AFSCME will be allowed to meet with each new bargaining unit member. Such meeting time shall be unpaid.

ARTICLE 6
HOURS OF WORK

Section 1: The provisions of this Article shall not be construed as guaranteeing or limiting the number of hours of work per day or per week, or days of work per week, or as the basis for computing overtime pay which is controlled by the provision of Article 7 entitled "Overtime".

Section 2: The schedule of full-time employees shall consist of not more than forty (40) hours in one (1) week. The Clinic and an individual employee (with employee consent) may agree upon a pattern of work scheduled providing for work in excess of eight (8) hours per day. Work schedules established pursuant to the provisions of these paragraphs shall be subject to the following conditions.

- a. An employee shall have the opportunity to review the alternative work schedule(s) being considered prior to volunteering to work the flexible schedule(s).
- b. The employee may limit his/her agreement to specific types of flexible schedules;
- c. The Clinic shall retain written documentation that an employee has agreed to a flexible work schedule and of the type of flexible schedule which the employee has agreed.

Benefit accrual shall be at a rate proportionate to employees who are not working a flexible schedule. There shall be no discrimination by the Clinic against any employee because he or she has declined to volunteer for a flexible schedule.

Section 3: The normal working day for all employees regularly scheduled to work four (4) or more successive hours shall include an unpaid meal break of at least one half (1/2) hour for lunch. The time of the unpaid meal break may change due to patient volumes and/or provider schedules. In the event an employee believes they will not have time in their schedule to allow for the unpaid meal break, or their rest break(s) they will notify their supervisor to assist with finding coverage. With approval of their supervisor, the employee may be permitted to add the missed breaks to their paid time for the day. Employees who have had one hour for lunch will not have the amount of time for lunch changed except by mutual consent unless management determines that because of staffing needs, the one hour lunch has to be changed to less than one hour on a regularly scheduled basis. In this instance, if this results in the need for additional work hours, these hours shall be awarded based on seniority in the same job title. The affected employee's FTE will not change due to the change in the length of the lunch period. Employees scheduled to work five (5) or more hours on Saturday or Sunday shall be given a reasonable amount of time with pay to eat lunch, in accordance with the Employer's past practice. Employees shall be given a fifteen (15) minute rest period for each four (4) hours of work, the time of those rest periods to be determined by the Employer.

Section 4: When the clinic has no work for an employee on a regular scheduled shift, and that employee has been given less than two (2) hours notice before the reporting time not to report for work, the employee shall receive two (2) hours of straight time pay. The employee is eligible to take the remainder of his/her scheduled hours off as VTO time. In any given day when an employee reports to work on a regularly scheduled day, and there is no longer work in his/her department, that employee will be permitted to bump the most junior employee if he/she chooses to work for the remainder of that work day.

When an employee is called into work on his/her regularly scheduled time off, the employee shall be paid a minimum of two (2) hours straight time pay.

Section 5: There shall be no split shifts except by mutual agreement of the employee and employer. Employees will not be scheduled for more than six (6) consecutive days without prior consent of the employee.

Section 6:

- a. Full-Time Employee: Any employee who is regularly scheduled to work forty (40) hours during a week (1.0 FTE) is considered to be Full-Time.
- b. Part-Time Employee: Any employee who is regularly scheduled to work less than 1.0 FTE (40 hours) during a work week but .3 FTE or more is considered to be Part-Time.
- c. Casual Employee: Any employee with an authorized FTE less than .3 FTE is considered to be a Casual employee. A casual employee is not covered by the terms and conditions of this Agreement.
- d. Work Schedules: Schedules will be posted two (2) weeks in advance of the day they go into effect.

Once posted, the schedule will not be changed solely to avoid overtime. Schedules may be changed by mutual agreement. Employees will be scheduled their authorized FTE but shift length may vary by day.

It is recognized and understood that deviations from the foregoing regular schedules of work will be necessary and will unavoidably result from several causes, such as, but not limited to, rotation of shifts, extended clinic hours for physicians other than the urgent care physicians, vacation, leaves of absence, weekend and holiday duties, absenteeism, employee requests, temporary shortage of personnel in emergencies. No such deviation shall be considered a violation of this Contract.

It is understood that seniority preference shall apply toward selection of changed hours or shifts.

Section 7:

- a. No one will be assigned to a full-time or part-time position covered by the collective bargaining unit, unless the employee has filled a posted position.
- b. On 6/30 and 12/31 of each calendar year, management will request a report of hours for all casual (not covered by the Agreement) and full and part-time employees covered by this agreement. Management and union representatives will meet to review the report within 30 days and determine the appropriate status for the employee who has worked extra hours beyond their authorized FTE considering such factors as the number of concurrent leaves of absence, PTO, Reserve Bank hours, unfilled positions or any other circumstances within the clinic that would result in extra available hours to be worked on a temporary basis. The extra hours an employee has worked beyond their FTE will be reduced by such temporary hours. Any increase to an employee's FTE as a result of this process need not be posted.
- c. Upon meeting the criteria of a full-time or part-time employee during the 6 month review period, the seniority for the employee filling this position will revert back to six months prior to filling the posted position.
- d. It shall be understood that in the interest of employees attaining or maintaining a full-time or part-time FTE status, work hours will be offered per a seniority rotation basis as equitably as possible. Those employees not meeting the minimum applicable hours to maintain their current FTE status will have seniority preference pertaining to said rotation system. If part-time employee is offered an extra shift and refuses, that shift will be counted as worked for purposes of equitable rotation according to seniority.

Section 8: The Clinic will attempt to offer extra available shifts to the most senior qualified employee who is available as follows. If an extra shift is available, the Clinic will first offer the shift to employees who have not met their authorized FTE for that pay period, then the employer will attempt to contact all qualified employees in the affected job classification by seniority who are available to work the needed shift and can do so without incurring overtime. An attempt consists of placing a telephone call to the employee's phone number on record.

ARTICLE 7
OVERTIME

Section 1: The normal hours of work shall be forty (40) hours per week. All hours worked in excess of forty (40) hours per week shall be paid at time and one-half (1 ½) rates.

Section 2: No employee shall be permitted to work overtime unless, prior to the beginning of the overtime work, it shall have been approved by the appropriate and authorized representative of the Employer.

Section 3: An employee entitled to overtime or premium pay for work under two (2) or more clauses of the Agreement shall receive the highest applicable rate of pay for such hours worked; to the extent that hours are compensated for at overtime or premium rates under one provision, they shall not be counted as overtime or premium rates worked under any other provision. This provision shall be construed so that overtime or premium pay shall not be compounded or duplicated for the same hours worked.

Section 4: All scheduled overtime shall be offered by seniority within the department in which it arises.

ARTICLE 8
HOLIDAY PROVISIONS

Section 1: Each full-time employee shall receive the following paid holidays, provided he/she performs work or is on vacation during the payroll period in which the holiday occurs and works 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 so work because of sickness (a physician's excuse is required) or because of death in the immediate family, approved leave, or because of similar good cause.

New Year's Day	Christmas Eve Day
Memorial Day	Christmas Day
Fourth of July	Thanksgiving Day
Labor Day	Personal Day

The holiday benefit for those employees with an authorized FTE of .75 to .99 who become part-time effective 4/1/05 will be grandfathered to receive the FT holiday benefit pro-rated based upon their authorized FTE.

The above shall not apply during extended unpaid leaves of absence.

Section 2: The Good Friday afternoon will be a holiday with pay for all full-time employees regularly scheduled to work on that day. The employee shall receive up to 4 hours pay pro-rated by their authorized FTE.

The half-day Good Friday benefit for those employees with an authorized FTE of .90 to .99 who become part-time effective 4/1/05 will be grandfathered to receive the Good Friday holiday benefit pro-rated based upon their authorized FTE.

Section 3: For all hours worked on Christmas Day and Thanksgiving Day, an employee shall receive double time plus the applicable day's pay. For all hours worked on any of the other holidays listed, an employee shall receive 1-1/2 times their regular hourly rate plus the holiday pay. Easter Sunday will be a paid holiday for all employees (full and part-time) scheduled to work.

Section 4: Part-time employees with an authorized FTE of at least .3 FTE will receive a holiday benefit pro-rated based upon their authorized FTE. Payment will be made for the following holidays:

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

Section 5: When a holiday falls on a weekend or on a day when an employee is not scheduled to work, all employees will be paid according to schedule or shall be eligible to take another day off at straight time rate of pay, consistent with department needs, within eight (8) weeks prior to or eight (8) weeks after the holiday

ARTICLE 9
PTO

Section 1: Paid Time Off (PTO) Program is designed to meet on a fair and equitable basis the individual employee's need for personal time off or cash conversion while providing the employee with protection in the event of serious illness.

Section 2: PTO days may be used for vacation, illnesses, family emergencies, health or dental care, personal business and other elective absences.

Section 3: All employees are eligible for PTO accrual based upon hours worked.

Section 4: Accrual of PTO starts with the date of hire. Employees are eligible to begin using accrued PTO immediately. PTO benefits are accrued on the basis of total hours worked.

GRID A: PTO accrual rates for incumbent employees hired on or before May 9, 2011.

Years Of Service	Days to Accrue	Hours to Accrue	Accrual Per Hour
0-2	17	136	.0655
3-5	18	144	.06925
6	20	160	.077
7	21	168	.08088
8	22	176	.08463
9	23	184	.0885
10	24	192	.09238
11	25	200	.09625
12	26	208	.1
13	27	216	.10388
14	28	224	.10775
15	29	232	.11153
16	30	240	.11538
17	31	248	.11923
18	32	256	.12307
19	33	264	.12692
20	34	272	.13076

GRID B: PTO accrual rates for employees hired on or after May 10, 2011.

Years Of Service	Days to Accrue	Hours to Accrue	Accrual Per Hour
0-2	17	136	.0655
3-5	18	144	.06925
6	20	160	.077
7	21	168	.08088
8	22	176	.08463
9	23	184	.0885
10	24	192	.09238
11	25	200	.09625
12	26	208	.1
13	27	216	.10388
14	28	224	.10775
15	29	232	.11153
16	30	240	.11538

Section 5: The maximum accumulation in the PTO Bank will be 1 ¼ times the annual accrual. When the employee reaches the maximum accumulation, the accruals then begin in the Reserve Bank until hours are used in the PTO Bank. When hours are used in the PTO Bank, accruals end in the Reserve Bank and begin again in the PTO Bank.

Section 6: Employees may request PTO during a Request Period or as Short Notice. A Short Notice request is any request made outside the Request Period.

Request Period – a 1-month period of time when employees may request future PTO for the following 12 months with requests considered in seniority order with the most senior employee having preference. A 1-month Request Period will occur each December and June when requests will be considered for January through December and July through June, respectively. Additionally, during each Request Period employees may request PTO up to 12 months in advance if they so choose (for example, in December the employee may request PTO for January through December). Employees may request PTO up to their annual PTO accrual. Even though the request has been approved, the employee must have sufficient PTO hours available to cover the absence at the time it occurs.

Short Notice Requests – Employees may request PTO at any time but requests made at any time other than during the Request Period are Short Notice and considered on a first-come basis.

In the event of illness or emergencies, the employee is expected to provide as much notice as possible. Managers may limit the granting of PTO to assure proper staffing levels.

Section 7: Seniority shall apply in situations where staffing levels cannot accommodate all PTO requests that have not yet been approved.

Section 8: Payment of PTO will be made at the employee's regular rate of pay. PTO will be considered as hours worked for the purposes of computing overtime.

Section 9: Hours may accumulate in the Reserve Bank in the following ways: Accrual rollover from the PTO Bank upon reaching the maximum or optional transfer from the PTO Bank.

Section 10: A maximum of 60 days (480 hours) may accumulate in the Reserve Bank.

Section 11: Once an employee has used either a total of six (6) days (48 hours) per calendar year of Regular PTO for illnesses or accidents or each time an employee uses 3 successive days of PTO for illnesses or accidents, the employee can access his/her Reserve Bank for subsequent days of an illness or an accident. For example, an employee who is ill and misses 4 successive days of work will use 3 days of Regular PTO and 1 day of Reserve Bank PTO, if available. If that employee is again ill within the same calendar year and misses another 3 successive days of work he/she will use 3 days of Regular PTO. The employee has now used a total of 6 days (48 hours) of Regular PTO for illness during that calendar year so any missed work due to illness or accident for the remainder of that calendar year will be paid from the Reserve Bank if hours are available.

Section 12: Employees may "sell back" Reserve Bank hours. A balance of 40 hours must be left in the Reserve Bank when selling back.

Employees electing to sell back Reserve Bank hours must submit an irrevocable election by December 31st 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). If an employee elects to cash out Reserve Bank hours but needs to use those hours prior to payment, resulting in a shortfall, the payout will be reduced to the number of hours available. Payment is 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%
14-17	90%
17	100%

Section 13: Full-time employees will receive one time bonus of PTO hours based upon the following schedule. Part-time employees are pro-rated based on hours worked over the past 5 years, exclusive of overtime.

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

Section 14: 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.

Section 15: When the employer chooses to close the clinic during normal business hours, employees will be allowed to utilize either PTO or VTO.

ARTICLE 10
BEREAVEMENT LEAVE

Section 1: The Employer agrees to allow all employees necessary absence on account of death in the immediate family: with pay, for three (3) scheduled work days at straight time for the regular hours worked daily, not to exceed eight (8) hours a day. The days must be consecutive and must be taken within one week of the death of the family member, or commence with the day of the death or the day of the funeral or memorial service. There may be situations for which non-consecutive bereavement days are appropriate and may be granted, at the discretion of the Employer. The term "immediate family" shall mean spouses, legal guardian, parents, brother, sister, children, stepparents, and legal dependents, mother-in-law, father-in-law, grandparents, step-grandparent and grandchildren. One day with pay will be allowed for the death of an aunt, uncle, niece, nephew, sister-in-law, brother-in-law, son-in-law, daughter-in-law, and grandparent-in-law.

Section 2: An employee may be granted a paid bereavement leave of absence for up to ten (10) days to be deducted from the employee's accrued PTO bank, for immediate family.

Section 3: An employee may be granted a paid bereavement leave of absence for up to three (3) days to be deducted from the employee's accrued PTO bank, for other relatives or the employee's significant other.

ARTICLE 11
LEAVES OF ABSENCE

Section 1: A medical leave of absence shall be granted and leaves administered in accordance with the Essentia Health (EH) Policy #A1011, Family and Medical Leaves dated January 26, 2012, or any successor policy.

Employees will be required to use available paid time off for the duration of any approved full Family and Medical Leave of Absence (FMLA) except that they may retain a balance of eighty (80) hours of paid time off. Employees will be required to use all available paid time off until exhausted for the duration of any approved Intermittent FMLA leave.

Reinstatement: When an employee is released to return from an authorized leave of three (3) calendar months or less, the Clinic shall immediately reinstate the employee to the position held when the leave commenced.

When an employee is released to return from an authorized leave of more than three (3) calendar months but less than six (6) calendar months, the Clinic will make reasonable effort to reinstate the employee to the position held when the leave commenced, but, if such position is not available, the employee will be returned to a position of like status and pay, if one is available.

If a leave of absence for medical reasons continues longer than six (6) calendar months, the employee may apply for an extension for up to an additional six (6) calendar months, not to exceed a total of 12 months. Such extension is without benefits and the employee may apply as an internal applicant for any posted open position.

The Clinic will maintain its portion of the health, dental and life insurance plans for the greater of twelve (12) weeks or the employee's accumulated Reserve Bank hours, not to exceed a total of 6 months. The leave and the Reserve Bank hours will run concurrently. The employee must maintain her/his portion of these plans.

Section 2: Employees injured on the job shall not have their pay reduced for any part of the day on which the injury occurred, provided a call to the Employer is made from the doctor's office by doctor's personnel, notifying them of the extent of the injury. No matter how insignificant the injury, a first report of injury must be filled out. If the injury is not serious, the employee must return to work at once upon leaving the doctor's office. In no instances will the Employer be obligated to pay the employee for more than eight (8) hours.

Section 3: Any employee elected by the Union to represent such Union at International, State or district meetings, which requires his/her absence from duty, shall upon application of two (2) week's notice be allowed to attend such meetings as a leave of absence (without pay, or use PTO if the employee so elects) in accordance with the following:

<u>Type of Meeting</u>	<u>No. of Delegates</u>	<u>Maximum Time Allowed</u>
International	1	10 Calendar Days
State Federation	2	5 Calendar Days
State Council	2	2 Calendar Days

Section 4: Time off without pay for family illness, parental leaves, and other applicable leaves will be allowed consistent with the Family and Medical Leave Act or other state or federal laws governing leaves of absence.

Section 5: Employees may request short-term leaves of absence (without pay) of up to four hours or less before utilizing paid time for personal reasons. Such requests are subject to the sole discretion of the Employer. Any such leave granted shall not be entitled to compensation or other fringe benefits unless specifically provided for in this Agreement.

Section 6: Employees may be granted a leave of absence of up to three (3) days with pay to be deducted from the employee's PTO bank for illness in the immediate family. A leave of up to ten (10) days may be granted for major medical illness and sudden medical emergency in the immediate family which is subject to documentation and reviewed on an individual basis with equal representation from union and management. This meeting will be held as soon as possible after the request.

Section 7: Employees who are granted leave to pursue advanced education in the fields covered by the employer will be offered alternate work hours, approved leave, and use of earned hours to maintain employee status in compliance with Article 15, Section 6, and will, at the completion of the course of study, revert back to their normal work area and hours.

ARTICLE 12 INSURANCES

Section 1: Health Insurance: All employees whose official FTE is .6 or above are eligible to participate in the SMDC health insurance plan. Effective upon the date of contract implementation, SMDC shall pay eight-five percent (85%) of the cost of single health insurance coverage and seventy-five (75%) of the cost of family health insurance coverage for those eligible employees electing to be covered by the insurance program. SMDC shall have the right to add to the insurance program and/or select an alternate carrier during the term of this Agreement; the parties have agreed to meet and confer prior to the effectuation of such change. Any interruption or substantive diminution of benefits must be by mutual agreement between the parties.

b. Employees who are hired after or employees who have transferred from within Essentia Health into the bargaining unit after January 1, 2014, shall have the option to be enrolled only in plans made available to non-contract employees. Such plans will also be made available to incumbent employees as described in Section C. Employer shall have the right to change the insurance program and/or select an alternate carrier during the term of this Agreement. The parties have agreed to meet and confer prior to the effectuation of substantive change.

c. Incumbent employees hired before January 1, 2014, shall have the option to only enroll in Plan C or the non-contract health plans.

d. Once the employee has opted to move from Plan C to a plan made available to non-contract employees, he/she shall continue to enroll only in a plan made available to non-contract employees in future enrollment periods.

Section 2: Discounts Upon effectuation of this contract, the Employer agrees to allow employees to participate in the discount programs in place at all Duluth Clinic facilities for: Contact lenses, Clinical Optical Shop products, over the counter Clinic Pharmacy products, and Hearing aid and related products.

Section 3: Dental Insurance: Employees employed by the Employer as of the date of ratification of this Agreement shall be eligible to participate in the Employer's dental insurance program at the averaged 24 credited hours or more per week. Employees new to the bargaining unit shall be eligible effective the first of the month following ninety (90) days of employment. The Employer agrees to provide the full cost of the single coverage premium for the basic dental plan. Employees wishing to participate in the family dental plan made available by the Employer shall pay all of the costs of the family coverage in excess of the costs to the Employer of single coverage. Family coverage shall be implemented only if the carrier providing the basic dental insurance plan is willing to provide a family dental option to employees.

Section 4: Disability Income Protection: The Employer shall make available to employees averaging 24 credited hours or more per week participation in a long-term disability insurance program. This program shall be implemented for all current employees covered by the collective bargaining agreement. It shall be made available to new employees effective the first of the month following ninety (90) days of employment. The Employer agrees to pay the full costs of the long-term disability insurance premium providing benefits to eligible employees, the basic provisions of the plan to include:

1. Employees shall receive sixty percent (60%) of covered monthly compensation up to a maximum benefit of \$5,000 per month. Covered monthly compensation shall be the employee's regular monthly salary excluding all other compensation.

2. Benefits shall be payable in the event of an employees disability, as defined within the insurance contract.

3. Benefit payments will commence after a qualifying period of ninety (90) days of disability.

4. Coverage is made available subject to the definitions, exclusions, and other terms of the insurance policy.

Section 5: Life: Term life insurance shall be provided to employees averaging 24 credited hours or more per week. Life insurance shall be provided to employees currently employed in the bargaining unit as of the time of ratification. New employees shall be eligible to participate in the Employer's life insurance program effective on the first day of the month following ninety (90) days of employment. The Employer shall provide term life insurance to eligible employees equal to one times the employee's annual salary, to a maximum benefit of \$50,000. Coverage under this provision is made available subject to the definitions, exclusions and other terms of the insurance policy. The Employer reserves the right to change the insurance carrier provided that there is no interruption or diminution of benefits as provided under this Agreement.

ARTICLE 13 RETIREMENT

Section 1: Retirement: The Employer shall provide a tax sheltered retirement program to the extent that it is offered to non-contract employees within the SMDC system, in which eligible employees may make contributions on a pre-tax basis. Employees must qualify for participation in accordance with the Plan's provisions.

The Parties, AFSCME Local 3454 and St. Mary's Duluth Clinic Health System, agree to enroll this bargaining unit's members in the Essentia Health's retirement plan beginning June 30, 2003 with the first plan year ending contribution to be made June 30, 2004. This is a defined contribution plan with the annual contribution funded by the Employer. All terms of the plan shall be applicable to this bargaining unit.

ARTICLE 14 SENIORITY

Section 1: Probation: All new employees shall be considered to be on probation, without seniority, for the first 520 hours of continuous employment with the Employer, plus all periods of authorized absence during such 520 hours, measured from the most recent date of hire. During the probationary period, such employees may be laid off or discharged for any cause at the discretion of the Employer without recourse to the grievance procedure or arbitration and without notice to the Union. (If an employee is rehired within one year of termination, there will be no probationary period for dues purposes.)

Section 2: Each employee's seniority will be based upon total hours credited after the 520 hour probationary period. Clinic seniority is the length of an employee's service with this Employer as defined in Section 2 of this Article. Clinic-wide seniority shall prevail.

Section 3: Seniority and status as an employee shall terminate for any of the following reasons:

- a) Voluntary quitting.
- b) Discharge for cause.
- c) Laid off for twelve (12) consecutive calendar months.
- d) Absence for two (2) calendar days without permission within one (1) calendar year (unless it is due to a cause beyond the control of the employee), in which case the employee shall be considered to have quit voluntarily.
- e) Working for another employer during a leave of absence in which case the employee shall be considered to have quit voluntarily.
- f) Failure to report to work after a lay-off within one (1) calendar week after the mailing by certified mail by the Employer of notice to report; sent to the last address of the employee as it appears on the records of the Employer, in which case the employee shall be considered to have quit voluntarily.

ARTICLE 15
REDUCTION IN HOURS OR LAYOFF

Section 1: Notification of Permanent Reduction in Hours or Layoff:

When it becomes necessary to reduce staff the Employer will advise the Union as soon as possible in advance of any reductions or layoffs. Clinic seniority is the length of an employee's service with this Employer as defined in Section 2 of this Article. Clinic-wide seniority shall prevail.

a. Procedure for Permanent Reduction in Hours or Layoff:
In the event of a reduction of hours or a layoff:

1. In the event of a reduction of hours or a layoff, the Employer may seek volunteers in the affected job classification. The process shall be based on seniority by asking the most senior employee in that classification first, where the layoff and/or 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 the volunteer process is not implemented, or additional reductions or layoffs are needed, the Employer shall reduce hours and/or layoff 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 seven (7) day notice in advance of the layoff. The Employee may exercise his/her bump option or accept the layoff any time within the seven (7) day notice period. This notice period shall not apply to a reduction in force caused by a natural or human made disaster, catastrophe, a labor dispute at the Employer's premises, or other cause for which the Employer could not reasonably be expected to plan in advance. An employee who will be displaced as a result of the bumping process shall be given a three (3) day advance notice. The bumped employee may exercise his/her bump option, if one is available, or accept the layoff any time within the three (3) day notice period.

b. Seniority Rights and Bumping:

1. 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 such vacant position. If more than one such vacant position exists, the employee subject to layoff may choose into which position she/he will be placed. If the vacant position is at another clinic site outside of the city or town at which the affected clinic is located, and the employee does not want to work at that location, he/she must accept the layoff.

2. 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:

- a. Fill a vacant position at a different FTE level in the affected job classification; or
- b. Invoke his/her bumping rights by bumping into the position held by a less senior employee at any FTE status, within the affected job classification, at another site; or
- c. If option "b" isn't available, the employee shall bump a less senior employee at any FTE status, in another job classification provided he/she is qualified for the position and can perform independently in the position within three weeks (15 working days). If an employee bumps into a higher wage range, he/she will be compensated at his/her current hourly rate for the first two weeks (14 days); or
- d. accept the layoff.

3. The steps identified in #1 and #2 shall continue for each employee who is bumped out of his/her position, until one of the following occurs:

- a. The bump options are exhausted and the employee must take the layoff, or
- b. Four (4) bumps have been administered as a result of the initial layoff.

Upon request of the Union, a seniority list showing clinic-wide seniority for all shall be posted and given to the President of the Union every six (6) months. An employee's standing on the published list will be final unless protested to the Administration within thirty (30) days after it has been posted on the Union bulletin boards.

Section 2: The senior qualified employee shall be entitled to preference in respect to lay-offs and recalls to the extent practicable, considering the business needs of the Employer, the senior qualified employee by department shall have preference with respect to vacation choice, shift choice and overtime. In determining whether a senior employee is qualified, the Employer shall consider, among other things, skill, ability, work record, and physical fitness. The Administration and/or appropriate department supervisor shall make the determination as to whether the employee possesses the necessary qualifications. In the event the Union does not concur in the determination, the employee shall have the right to appeal through the normal grievance procedure.

Section 3: In the event of a lay-off, the affected employee shall remain in the position chosen once they have exercised their right of seniority until a newly posted position is available.

Section 4: If a senior employee is laid off and declines to exercise his/her Clinic seniority to remain working in a classification where he/she can perform and where work is available, he/she shall remain off work until recalled to his/her classification. A laid off employee, if recalled to a job similar in work content and identical or higher in rate than the job from which he/she was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and automatic resignation.

Section 5: If an employee has been or is hereafter transferred from a classification within the bargaining unit covered by this Agreement to a classification which is outside said unit (including a supervisory position), he/she shall be excluded from the coverage of this Agreement during the period the employee is in the classification outside said unit. If the employee is thereafter re-transferred within twelve (12) months of his/her transfer out, without an interruption in employment with the Employer, to a classification within the bargaining unit, the employee will, as of the date of re-transfer, be credited with the seniority which he/she had at the time of his transfer out of the bargaining unit.

Section 6: Employees shall be rehired according to seniority in the inverse order of lay-offs.

ARTICLE 16 JURY DUTY

Section 1: Employees called to jury duty shall be reimbursed the difference between the amount paid for such jury service and the employee's straight time hourly rate for the regularly scheduled hours of work during the time of such service.

ARTICLE 17 VACANCIES

Section 1: Notice of all vacancies and newly created positions occurring in the positions covered by the bargaining agreement shall be posted electronically. The employees shall be given seven (7) calendar days' time in which to make application for such vacancy or new position. If, however, an employee leaving the Clinic does not give the required 30 days written notice; the amount of time required for posting a vacancy will be reduced to three (3) days.

The senior applicant in all postings shall be transferred to fill the vacancy or new position within four (4) weeks, provided this employee has the necessary qualifications to perform the duties of the job involved. The Administration or the department supervisor shall make the determination as to whether or not the applicant possesses the necessary qualifications. The applicant will be given a trial period of fifteen (15) days worked. If during the trial period either the employer or employee decides to transfer back to the position formerly held, said transfer shall take place within the next fifteen (15) days. In the event the Union does not concur on the determination, the applicant shall have the right to appeal through the normal grievance procedure. Until the vacancy is permanently filled, the Employer may assign any employee to temporarily fill such vacancy.

Employees scheduling vacation or approved leave shall make known their desire to apply for another position, to their immediate supervisor, should it become available during the time of their vacation or said leave.

ARTICLE 18
DISCIPLINARY ACTION & DISCHARGE

Section 1: The Employer maintains the right to discipline any employee for just cause for violation of rules and regulations.

It is mutually understood and agreed that in establishing, implementing, and administering disciplinary procedures, that the concept of "progressive discipline" shall prevail. That normal progression shall be as follows:

- a) Verbal warning.
- b) Written warning, filed in employee's personnel file.
- c) Written notice of suspension of up to three (3) working days without pay, filed in employee's personnel file.
- d) Written notice of discharge by administration.

Copies of all documentation of discipline as referred to above will be given to the employee and promptly provided to the authorized representative of the local Union.

Any employee refusing to comply with required training or reading of clinic policies and compliance with them is subject to disciplinary action.

Employees who come to work under the influence of alcohol or drugs will be subject to immediate disciplinary action, pursuant to SMDC's drug and alcohol policy. It is understood by the parties of this Agreement that the Employer has set up an Employee Assistance Program to assist employees with various problems which may impact their employment. It is understood that participation of any employee in the employee assistance program shall be voluntary. The Union will work with the Employer to fully support the employee assistance program.

In the event that any employee does not agree with any disciplinary action, he or she may appeal through the normal grievance procedure, which appeal rights shall also include the union.

Written reprimands issues by the Employer in connection with a violation shall be removed from the Employee's record twelve (12) months from the date issued. Such removal shall not void any current reprimands.

Section 2: No employee except a probationary employee shall be discharged without just cause, except as otherwise noted in this Agreement. The following reasons for discharge are not subject to disciplinary action and shall, in all cases, be considered just cause for discharge:

- a) Disclosing to unauthorized person's confidential or privileged information.
- b) Mistreatment or neglect of patients, including rudeness and inattentiveness to patient's needs.
- c) Unwillingness to perform regularly assigned duties.
- d) Engaging in conduct which is in violation of Section 1 of Article 22 of this Agreement.
- e) Dispensing or personal use of prescription drugs obtained in the Clinic without approval of a Clinic physician.

It is understood between the parties that the foregoing is not considered to be an all inclusive list of actions for which an employee may be immediately terminated. The Employer shall notify the Union before discharging an employee, except in the case of the discharge of a probationary employee, or in cases where it is not reasonably practical to do so. In all cases, the Employer will, promptly after the discharge, advise the Union in writing, stating the reason for the discharge. Any claim by the Union that the discharge of an employee, except a probationary employee or temporary employee, is contrary to the express and specific provisions of this Agreement, shall be subject to the grievance procedure and arbitration in accordance with the provisions of Article 19 of this Agreement entitled "grievance procedure".

ARTICLE 19
AGENCY SHOP AND CHECK-OFF

Section 1: During the term of this Agreement, every employee covered by this Agreement and not member of the Union shall, as a condition of continued employment, on completion of probationary period, pay to the Union a service charge equal to the current Union membership dues and fees.

Section 2: The Employer will deduct from the pay of each employee covered by this Agreement all current Union membership dues and fees or the agency service fee as provided in Section 1 above, provided that at the time of such deduction, there is in the possession of the Employer a current written assignment executed by the employee.

Section 3: Previously signed and unrevoked written authorization shall continue to be effective as to employees reinstated following layoff or leave of absence; previous authorization of other employees rehired or reinstated shall not be considered to be effective.

Section 4: The initial deduction from the pay of an employee signing a newly written authorization shall be from the second pay period following the date of the authorization.

Section 5: 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.

This is a voluntary program and shall apply as long as AFSCME Local 3454 has a minimum number of 5 participants who contribute at least \$1.00 per month per person.

Section 6: The Employer shall not be liable for the remittance or payments of any sums other than those constituting actual deduction made; and if for any reason it fails to make a deduction from any employee as provided, it shall make that deduction from the employee's next pay in which the Union dues or the service fees are normally deducted after the error has been called to its attention by the employees or the Union. The Union shall hold the Employer harmless from any deductions made in error.

Section 7: Once per month the Employer will provide the Union an electronic report(s) including names, addresses, hire dates, FTE, wages and titles of new hires into the bargaining unit, changes to incumbent employees' names, titles, wages, FTE and addresses, and identification of employees in the bargaining unit who have terminated employment or retired.

ARTICLE 20
GRIEVANCE PROCEDURE

Section 1: Differences arising between the Clinic and the Union or between an employee and the Clinic as to the meaning and application of the provisions of this Agreement, or as to the compliance of either party with any of its obligations under this Agreement, shall be submitted for resolution under the following procedure. A claim must be submitted within seven (7) days of the event giving rise to the claim.

A written response from the Employer shall be issued to the Union within 30 days or the grievance may be considered as denied, and the grieving party shall have the option to proceed to the next step in the grievance process outlined in the Agreement.

Step 1: The affected employee and the department head shall meet to discuss this matter within seven (7) working days. A steward may participate at this meeting. This meeting may be held on work time. The department head shall respond to the employee within seven (7) days of this meeting.

Step 2: If the matter is not resolved in Step 1 above, the claim shall be reduced to writing and submitted to the Administrator within seven (7) days after the supervisor's response has been given to the employee in Step 1. The Administrator, or his designee, shall hold a meeting within ten (10) days after the claim has been submitted to the Administrator at which meeting either party may call in outside representation.

Step 3: If the matter is not resolved in Step 2 above, the parties may petition the Federal Mediation

Conciliation Services for a non-binding mediation of the grievance.

Step 4: Any dispute, difference or grievance which has not been resolved within ten (10) days after the Step 3 meeting shall be deemed denied by the Clinic and may be referred by either party to arbitration.

The party initiating an arbitration procedure shall request a panel of five (5) names from the Federal Mediation Conciliation Service. A neutral arbitrator shall be selected from the list submitted, unless the parties agree otherwise. The selection shall be made by alternately striking four names, first strike to be determined by chance. The remaining name shall be the neutral arbitrator.

The matter in controversy shall be submitted to the arbitrator for disposition. Each party shall bear its own costs and one-half the cost of the arbitrator. The arbitrator shall not have the power to add to, modify, alter or amend any of the terms and conditions of this Agreement. The arbitrator's award shall be final and binding upon all parties.

Section 2: The time limits contained in this Article may be extended upon written agreement between both parties. The Union reserves the sole and exclusive right to the Union Executive Committee to resolve grievances on behalf of any employee or the Union at any step of the grievance procedure.

ARTICLE 21 SUBCONTRACTING

In determining whether work should be contracted or accomplished by the bargaining unit, the guiding principle is that work capable of being performed by the bargaining unit employees shall be performed by such employees.

The Parties recognize that the employer has a need to change business practices from time to time in order to respond to the health care business environment.

Accordingly, the company will not contract any work for performance inside or outside unless it demonstrates the following:

- Conditions caused by unavailability of sufficient staff to provide quality service.
- Lack of technically qualified staff and technology.
- Mutual Agreement.
- Security, Safety reasons or emergencies exist.
- Required capital investment for temporary projects is not practicable or the technology is otherwise not available in-house.
- The need exists to temporarily augment the workforce (seasonal and intermittent).
- Not subcontracting would force the employer to perform or enter into a business activity outside the ordinary course of business.

Prior to subcontracting, the Employer will notify the Union as soon as practical and upon request will meet and discuss such subcontracting.

ARTICLE 22 WAGES

Section 1: All employees shall start at the minimum salary for their classification, except new employees with verifiable experience will be given credit on the wage scale.

YR 1: 2.0% across the board wage increase, effective April 1, 2021
YR 2: 2.0% across the board wage increase, effective April 1, 2022
YR 3: Limited wage reopener

To be eligible for wage increase in YR1, an employee must be in active status as of ratification of the date of ratification of the Agreement.

Section 2: An employee temporarily assigned to a higher classification for four (4) hours or more shall be compensated at a rate of pay for that classification.

Section 3: Any employee who is scheduled to work a shift that includes evening hours after 6:00pm will be paid a shift differential of .45 per hour for their entire shift unless done for the employee's convenience. Saturday hours and Sunday hours shall be paid at straight time plus \$1.00 per hour as a weekend differential.

Section 4: H.I.S. Transcription Production Based Pay Policy-Refer to Appendix A.

ARTICLE 23
TEAM LEAD

The Employer in its sole discretion determines when a Team Leader is appropriate to any work group. A Team Leader shall be compensated at a rate of one dollar (\$1.00) per hour above his/her base rate, if the Team Leader is in the same job classification of those employees over which she/he leads.

Selection of the team leader shall be based upon qualifications as determined by the Employer. The Employer may remove a team leader from the position at any time, or an employee may choose to resign from the team leader position with one schedule's notice.

ARTICLE 24
TUITION REMIBURSEMENT

The Essentia Health Non-Contract Tuition Reimbursement Policy HR020, as updated from time to time, shall apply to employee covered by this Collective Bargaining Agreement. A copy of the current policy in effect shall be made available to all employee.

ARTICLE 25
NO STRIKES OR LOCK OUTS

Section 1: During the term of this Article, or any renewal or extension thereof, no strike, walk out, picketing, or any other interruption or omission of any kind of the work of the Employer shall be sanctioned or supported by the Union or the members of the Union, and the Employer shall not lock out the employees, and neither the Employer, the Union, nor the employees shall engage in any of the aforementioned acts, for the purpose of protesting claimed unfair labor practices or for any other reason.

Section 2: In the event that any of the employees in the bargaining unit engages in conduct which is in violation of Section 1 of this Article, the Union shall take the following steps within the first twenty-four (24) hours after the Employer gives notification to the Union of the actions of the employees.

- a) Deliver to each employee in writing that his actions are in violation of this Agreement, that this is subject to discipline including discharge, and instruct him/her to return to work immediately.
- b) Send notice that the strike and/or picketing is unauthorized by the Union, such notices to be sent to such subscribers and/or suppliers as the Employer shall designate.
- c) Give notice to employees outside the bargaining unit that the strike and/or picketing is not authorized by the Union, such notice to be given in form designated by the Employer.
- d) Refrain from any and all conduct which might in any way encourage the employees to persist in their action in violation of Section 1 of this Article.
- e) Subscribe to and pay for an ad in the local newspaper advising the public that this act is in violation of the Agreement and is contrary to the wishes of the Union.

Section 3: A breach of Section 1 of this Article by either party is hereby acknowledged as a breach of contract.

ARTICLE 26
VACCINATIONS

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

ARTICLE 27
GENERAL CLAUSES

Section 1: It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment of the Federal or Minnesota State Law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement.

Section 2: This Agreement contains the entire understanding of the parties on all issues which were or might lawfully have been subject to collective bargaining. For the term of this Agreement, either party may not request any change herein or addition thereto.

Section 3: The Employer shall not enter into individual contracts of employment with any employee except insofar as such contracts may concern patent agreements between the Employer and an employee.

Section 4: The Clinic agrees that in the event it requires certain employees to attend conferences, workshops, seminars, etc. for the purpose of bettering the institution and its services, the Clinic will pay the expenses such as loss of pay, registration fees, mileage, meals and lodging if necessary. Department supervisors and Administration will make the determination as to who shall attend such meetings based on Clinic need. Notwithstanding the above, however, it is the obligation of the employee to meet all requirements for state and local certification on a timely basis and at no expense to the Clinic.

For the purpose of assisting the technical personnel employed to comply with their mandatory continuing education requirements, management agrees to provide up to \$50 per year, per employee, for expenses incurred in this endeavor. It shall be understood that this amount is to be used toward tuition and for registration fees. Other expenses and/or losses that may be incurred, i.e. wage compensation, travel, board and lodging, shall not be covered by this contract.

Every employee who is mandated by regulations of a governing board to meet certain continuing education requirements in order to maintain their license or certification must do so as a condition of employment.

Coder certification examination reimbursement is available once only to any individual hired or working as a coder who meets the following criteria:

- 1) Did not have a qualifying coding certification before 7/1/06; and
- 2) Take and passes a coding certification exam appropriate to his/her coding position during the term of this Agreement.

ARTICLE 28
TERM OF AGREEMENT

Section 1: This Agreement shall be in full force and effective from the date of ratification until 3/31/2024. This Agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate the Agreement is given by either party to the other at least ninety (90) days prior to the expiration date of the Agreement. The parties further agree to meet and negotiate in good faith regarding any changes, modifications, or terms of this Agreement.

Section 2: Notices shall be in writing and shall be sent certified mail or electronically, if to the Employer, to Duluth Clinic-Virginia, 1101 9th St. N, Virginia, MN 55792, and if to the Union, to Minnesota Council 65, American Federation of State, County, and Municipal Employees, 3335 West St. Germain St, Saint Cloud, MN 56301.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first above written.

DULUTH CLINIC-VIRGINIA

MINNESOTA COUNCIL 65, AMERICAN
FEDERATION OF STATE, COUNTY, AND
MUNICIPAL EMPLOYEES, AFL-CIO

BY 
Diane Davidson, Chief Human Resources Officer

BY 
Amanda Metsa, Staff Representative

BY 
Jason Beasten, Director, Employee and Labor Relations

BY 
Natalie Petrich, President, Local Union 3454

BY 
Michael Brethorst, Senior Employee and Labor Relations Specialist

AFSCME Virginia Wage Grid

Category I: Switchboard, Imaging

	START	2,080 Hours	4,160 Hours	6,240 Hours	8,320 Hours	14,560 Hours	20,800 Hours	27,040 Hours	33,280 Hours
4/1/2021	13.37	13.65	13.92	14.20	14.48	15.34	16.29	17.32	18.34
4/1/2022	13.64	13.92	14.20	14.48	14.77	15.65	16.62	17.67	18.71

Category II: Audiology Asst, HUC

	START	2,080 Hours	4,160 Hours	6,240 Hours	8,320 Hours	14,560 Hours	20,800 Hours	27,040 Hours	33,280 Hours
4/1/2021	16.24	16.56	16.90	17.27	17.61	18.77	19.80	21.01	22.33
4/1/2022	16.56	16.89	17.24	17.62	17.96	19.15	20.20	21.43	22.78

Category IIA: Patient Access Rep

	START	2,080 Hours	4,160 Hours	6,240 Hours	8,320 Hours	14,560 Hours	20,800 Hours	27,040 Hours	33,280 Hours
4/1/2021	14.45	14.82	15.19	16.24	17.11	17.73	18.25	18.69	19.81
4/1/2022	14.74	15.12	15.49	16.56	17.45	18.08	18.62	19.06	20.21

Category III: Billing Rep

	START	2,080 Hours	4,160 Hours	6,240 Hours	8,320 Hours	14,560 Hours	20,800 Hours	27,040 Hours	33,280 Hours
4/1/2021	15.06	15.34	15.65	15.95	16.29	17.32	18.34	19.48	20.92
4/1/2022	15.36	15.65	15.96	16.27	16.62	17.67	18.71	19.87	21.34

Category IIIA: Phlebotomist

	START	2,080 Hours	4,160 Hours	6,240 Hours	8,320 Hours	14,560 Hours	20,800 Hours	27,040 Hours	33,280 Hours
4/1/2021	15.59	16.24	16.60	17.13	17.72	18.78	19.50	19.81	20.67
4/1/2022	15.90	16.56	16.93	17.47	18.07	19.16	19.89	20.21	21.08

Category IIIB: Pharmacy Tech

	START	2,080 Hours	4,160 Hours	6,240 Hours	8,320 Hours	14,560 Hours	20,800 Hours	27,040 Hours	33,280 Hours
4/1/2021	16.21	16.57	16.90	17.36	18.05	18.96	19.91	21.15	22.27
4/1/2022	16.53	16.90	17.24	17.71	18.41	19.34	20.31	21.57	22.72
	\$.25/hour after certification								

Category IIIC: Ophthalmic Assistant

	START	2,080 Hours	4,160 Hours	6,240 Hours	8,320 Hours	14,560 Hours	20,800 Hours	27,040 Hours	33,280 Hours
4/1/2021	15.90	16.25	16.54	16.89	17.72	18.78	19.40	20.60	21.84
4/1/2022	16.22	16.58	16.87	17.23	18.07	19.16	19.79	21.01	22.28

Category IV: Transcriptionist (Level 4)**

	START	2,080 Hours	4,160 Hours	6,240 Hours	8,320 Hours	14,560 Hours	20,800 Hours	27,040 Hours	33,280 Hours
4/1/2021	16.22	17.16	17.90	18.63	19.43	19.89	20.68	20.94	21.64
4/1/2022	16.54	17.50	18.26	19.00	19.82	20.29	21.09	21.36	22.07

Category IVA: Clinical Assistant

	START	2,080 Hours	4,160 Hours	6,240 Hours	8,320 Hours	14,560 Hours	20,800 Hours	27,040 Hours	33,280 Hours
4/1/2021	17.55	17.95	18.31	18.68	19.46	20.15	21.40	22.73	24.10
4/1/2022	17.90	18.31	18.68	19.05	19.85	20.55	21.83	23.18	24.58
	\$0.50/hour market differential (*Not included in grid above)								

Category V: Transcriptionist (Level 5)**

	START	2,080 Hours	4,160 Hours	6,240 Hours	8,320 Hours	14,560 Hours	20,800 Hours	27,040 Hours	33,280 Hours
4/1/2021	17.55	17.95	18.27	18.62	19.46	20.15	21.40	22.73	24.10
4/1/2022	17.90	18.31	18.64	18.99	19.85	20.55	21.83	23.18	24.58

Category VI: Coder

	START	2,080 Hours	4,160 Hours	6,240 Hours	8,320 Hours	14,560 Hours	20,800 Hours	27,040 Hours	33,280 Hours
4/1/2021	21.31	21.73	22.16	22.59	23.03	23.51	25.46	27.55	29.23
4/1/2022	21.74	22.16	22.60	23.04	23.49	23.98	25.97	28.10	29.81

Category VIA: Optician

	START	2,080 Hours	4,160 Hours	6,240 Hours	8,320 Hours	14,560 Hours	20,800 Hours	27,040 Hours	33,280 Hours
4/1/2021	18.88	19.24	19.64	20.02	20.44	21.68	22.51	23.19	24.33
4/1/2022	19.26	19.62	20.03	20.42	20.85	22.11	22.96	23.65	24.82

Category VII: Rad Tech (Reg)

**\$1.00 increase Y1*

	START	2,080 Hours	4,160 Hours	6,240 Hours	8,320 Hours	14,560 Hours	20,800 Hours	27,040 Hours	33,280 Hours
4/1/2021	23.82	24.29	24.76	25.23	25.71	27.18	28.81	29.95	31.69
4/1/2022	24.30	24.78	25.26	25.73	26.22	27.72	29.39	30.55	32.32

Category VIIA: Ophthalmic Technician

	START	2,080 Hours	4,160 Hours	6,240 Hours	8,320 Hours	14,560 Hours	20,800 Hours	27,040 Hours	33,280 Hours
4/1/2021	24.63	25.12	25.65	26.17	26.67	27.76	30.04	31.86	33.84
4/1/2022	25.12	25.62	26.16	26.69	27.20	28.32	30.64	32.50	34.52

Category VIII: Mamm Tech (Reg)

**\$1.00 increase Y1*

	START	2,080 Hours	4,160 Hours	6,240 Hours	8,320 Hours	14,560 Hours	20,800 Hours	27,040 Hours	33,280 Hours
4/1/2021	26.64	27.15	27.68	28.22	28.76	30.44	32.25	33.52	35.50
4/1/2022	27.17	27.69	28.23	28.78	29.34	31.05	32.90	34.19	36.21

Category IX: Ultrasound Tech (Reg)

**\$1.00 increase Y1*

	START	2,080 Hours	4,160 Hours	6,240 Hours	8,320 Hours	14,560 Hours	20,800 Hours	27,040 Hours	33,280 Hours
4/1/2021	29.19	29.75	30.33	30.92	31.51	33.37	35.37	36.74	38.97
4/1/2022	29.77	30.35	30.94	31.54	32.14	34.04	36.08	37.47	39.75

***Hours= Hours Worked.**

**** See Appendix A**

- Certified pharmacy technicians shall receive a twenty-five cent (\$.25) per hour differential within one full pay period after receiving a valid certification as determined by the Minnesota Board of Pharmacy.
- Ultrasound Tech (Reg) that obtain the RVT (Registered Vascular Tech) certification shall receive fifty cents (\$0.50) per hour added to their base pay. The Ultrasound Technologist must furnish proof of such certification and the certification pay shall begin the first full pay period after submitting verification of their certification. When the certification expires, the certification rate shall cease unless the Ultrasound Tech (Reg) furnished proof that the certification has been extended or renewed.
- Within Category IVA: Clinical Assistant \$0.50/hour market differential to expire March 31, 2024.

APPENDIX A

HEALTH INFORMATION SERVICES (HIS) TRANSCRIPTION
PRODUCTION BASED PAY POLICY

1. Eligibility: All HIS Medical Transcriptionist (MTs).
2. Professional, considerate, non-competitive behavior will continue to be a requirement. HIS transcriptionists will answer phone calls and handle routine requests, etc.
3. HIS transcriptionists work will be a blend of approximately 90% editing using voice recognition software and approximately 10% standard transcription. Transcriptionist is required to maintain a 98% accuracy rate.
4. Pay levels are as follows:

Transcriptionist Level	Pay Grade	Definition	Incentive Option
Level 1	Grade III	New Hire – Up to six months	No
Level 2 – Total number not to exceed 10% of all transcriptionists	Grade I	Production rate 150-200 lines per hour	No
Level 3	Grade IIA	Production Rate 200-229 lines/hr	No
Level 4	Grade IV	Production Rate 230-279 lines/hr	Yes of \$.015 for lines after 230
Level 5	Grade V	Production Rate 280+ lines/hr	Yes of \$.035 for lines over 280

5. The level and corresponding Pay Grade will be computed on an average of individual employee's hourly line production assessed every calendar quarter. Any adjustments between pay grades, up or down, will be step for step. Example: if a Level 4 Transcriptionist is currently in Grade IV on 3 Year step and increases productivity to be eligible for a Level 5 Transcriptionist, that transcriptionist will be placed in Grade V at the 3 Year step.

6. Employees are expected to honor the principle of "A fair day's work for a fair day's pay". MTs will not, under any circumstance, obtain dictation under false pretenses or add falsely to their line count to increase their incentive.
7. The employee shall notify the Employer of an error in incentive pay prior to the end of the next period. Cases of intentional manipulation or dishonesty by an employee will be dealt with by the Employer at the time of discovery, which could result in disciplinary action up to and including termination.
8. Non-productive work hours are those hours in which transcription duties cannot be performed. These hours include but are not limited to department and section meetings, other department/clinic mandatory attendance requirements, computer or dictation equipment failure (at the fault of the employer), and other situations at the discretion of the manager. These hours will be paid at the base rate.

APPENDIX B

CODER EXAMINATION REIMBURSEMENT

Coder Certification Examination Reimbursement Guideline:

- A. Coder certification examination reimbursement is available once only to any individual hired or working as a coder who meets the following criteria:
 - 1. Did not have a qualifying coding certification before July 1, 2006;
-AND-
 - 2. Takes and passes a coding certification exam appropriate to his/her coding position during the term of this Agreement.

- B. Qualifying certifications for coding positions within the bargaining unit are as follows:
 - 1. Ambulatory Coders: All Ambulatory Coders will be required to have a professional certification awarded by AHIMA or the AAPC.

- C. Eligible employees receive examination reimbursement as follows:
 - 1. Reimbursement for one-half ($\frac{1}{2}$) of the exam cost (maximum of \$350) following successful completion of the exam and receipt of certification. This reimbursement is issued only if the employee is meeting performance expectations as assessed by the assigned supervisor/manager, and requests reimbursement.
 - 2. Reimbursement after six (6) calendar months of continuous successful employment following the date of certification for the balance of the exam cost (maximum of \$350). This reimbursement is issued only if the employee is meeting performance expectations as assessed by the assigned supervisor/manager, and requests reimbursement.

- D. Employees must submit to their supervisor/manager for each of the two reimbursements. Supervisor/manager will obtain receipts and documentation from employee verifying the employee paid the coder examination fee and successfully passed the examination.

LETTER OF UNDERSTANDING

September 20, 2005

Mr. Mark Mandich
Staff Representative
AFSCME, Council 65
118 Central Avenue
Nashwauk, MN 55769

Dear Mark:

This letter is to clarify our mutual understanding related to the change in status definitions (full-time and part-time) we agreed to during our recent contract negotiations.

By changing the definition for full-time to 1.0 FTE and changing the definition for part-time to less than 1.0 FTE, management does not intend to reduce any economic benefit (e.g. holiday or PTO Bonus) enjoyed by those employees who were full-time as of 4/1/05 and affected by this change (list attached). Should the employee's FTE voluntarily change to less than .75 or to 1.0, this grandfather status will no longer apply.

Agreed:

<u>/s/ Mark Mandich</u> Mark Mandich, Staff Representative AFSCME, Council 65	<u>10/13/05</u> Date
<u>/s/ Noreen Saukko</u> Noreen Saukko, President, Local Union 3454	<u>10/13/05</u> Date
<u>/s/ John Moores</u> John Moores, Duluth Clinic – Virginia	<u>10/11/05</u> Date

(List Attached)

List of Part-time Employees to be Grandfathered: Including Christmas Eve Day and/or Good Friday Holidays. List updated as of 01/21/2022 to reflect active members.

		FTE		Christmas	
		<u>as of 4/1/05</u>		<u>Eve Day</u>	<u>Good Friday</u>
BERNU	JEAN	0.90	LPN-ORTHO-VIRGINIA	yes	yes
MARKSTROM	DEBRA	0.83	RECEP-VIRGINIA	yes	no