

COLLECTIVE BARGAINING AGREEMENT

between

Allina Health Faribault Clinic

and

**MLPNA Technical Employees Local 105
AFSCME Council 65**

American Federation of State, County
and Municipal Employees

January 1, 2020 - December 31, 2022

TABLE OF CONTENTS

1. Article I	INTENT AND PURPOSE	1
2. Article II	RECOGNITION	1
3. Article III	ASSOCIATION SECURITY AND DUES DEDUCTION.....	2
4. Article IV	NO STRIKE OR LOCKOUT	3
5. Article V	MANAGEMENT RIGHTS	3
6. Article VI	HOURS OF WORK.....	4
7. Article VII	WAGES	7
8. Article VIII	PAID TIME OFF	10
9. Article IX	SENIORITY	12
10. Article X	DISCIPLINARY ACTION	16
11. Article XI	GRIEVANCE AND ARBITRATION PROCEDURES.....	17
12. Article XII	LABOR MANAGEMENT MEETINGS.....	19
13. Article XIII	FUNERAL LEAVE	19
14. Article XIV	PENSION BENEFITS	19
15. Article XV	FLEXIBLE BENEFITS PLAN.....	20
16. Article XVI	LONG TERM DISABILITY	20
17. Article XVII	LEAVE OF ABSENCES	20
18. Article XVIII	GENERAL PROVISIONS	21
19. Article XIX	NON-DISCRIMINATION CLAUSE.....	23
20. Article XX	SEVERANCE.....	23
21. Article XXI	DURATION OF AGREEMENT	24
ATTACHMENT A	WAGE SCALES.....	25
	STEP ONE GRIEVANCE MEETING FORM.....	26

THIS AGREEMENT, made and entered into this 1st day of **January, 2020**, by and between Allina Health Faribault Clinic, hereinafter designated as “Faribault Clinic” or “Employer” and AFSCME Council 65 hereinafter designated as the “Union”.

ARTICLE I
INTENT AND PURPOSE

Section 1.1 – That, whereas, it is the intent and purpose of the parties hereto that this Agreement will promote and improve industrial and economic relationship between those Employees who are covered by this Agreement, and the undersigned Clinic, and do set forth herein the basic Agreement covering rates of pay, hours of work and conditions of employment to be observed between the parties hereto and for other good and valuable consideration.

ARTICLE II
RECOGNITION

Section 2.1 – Faribault Clinic agrees to and does hereby recognize the Union as the sole and exclusive representative of all full-time and regular part-time technical Employees, including Licensed Practical Nurses, Radiology Technologists, Certified Medical Assistants and Medical Assistants employed by the Employer, excluding all office clerical Employees, professional Employees, guards and supervisors as defined in the National Labor Relations Act and all other Employees.

Section 2.1A – A casual Employee shall not be considered part of the bargaining unit. Employees who transfer to a casual status and then obtain a regularly scheduled position within six months will be re-credited with the seniority they had prior to going casual. The Employee’s prior seniority will not be restored until after they return to a regularly scheduled position. Casual Employees do not have any seniority.

Section 2.1B – A temporary Employee may be utilized in a temporary position for 90 days for replacement of an Employee on Family Medical Leave of Absence (FMLA), a temporary Employee shall not be considered a part of the bargaining unit.

Section 2.2 – The term “nurse” as used herein shall mean “Licensed Practical Nurse.” The term “Licensed Practical Nurse” shall mean a person currently holding a license or permit from, recognized by, and in good standing with the Minnesota Board of Nursing as a Licensed Practical Nurse. Faribault Clinic and the Union agree that only persons so licensed or holding a permit shall be recognized as Licensed Practical Nurses.

Section 2.3 – Certified Medical Assistants (CMAs) will be utilized to perform nursing and nursing-related duties, and will not be utilized in the Lab or in Radiology.

ARTICLE III
ASSOCIATION SECURITY AND DUES DEDUCTION

Section 3.1 – All covered Employees as defined in Section 2.1 above shall, during the life of this Agreement, either be a member of the Union in good standing as a condition of employment or be obligated to make the appropriate service fee payment to the Union as a condition of continued employment.

The term “in good standing” for the purpose of this Agreement is defined to mean the payment of annual dues uniformly required as a condition of acquiring or retaining membership in the Union. As a condition of employment, Employees shall satisfy this obligation within thirty (30) days of employment. Any Employee covered by this Agreement who fails to comply with the above provisions will have their employment with the Employer immediately terminated.

Section 3.2 – No Employee shall be required to become or remain a member of the Union as a condition of employment. Each Employee shall have the right to freely join or decline to join the Union. Each Union member shall have the right to freely retain or discontinue his or her membership. Employees who decline to join the Union may be required, at a minimum, to pay a reduced service fee equivalent to his or her proportionate share of Union expenditures that are necessary to support solely representational activities dealing with the Employer on labor-management issues.

Section 3.3 – No Employee shall be discriminated against on account of his or her membership in the Union.

Section 3.4 – The Employer agrees to deduct from the salaries of all Employees membership dues and service fees in the amount duly certified as correct by the Union from time to time, for the Union in accordance with the standard form used by the Union, provided that said form is signed by the Employee. Dues and service fees shall be deducted in twelve (12) monthly installments and forwarded to the designated Union office no later than the next working day after deduction together with a record of the amount and those for whom the deductions have been made. Should a dispute occur between the Union and an Employee over this deduction, the Union shall hold the Employer harmless for the payments and shall handle the dispute without cost to the Employer.

Section 3.5 – The Employer agrees to furnish the Union a list of the names, addresses, telephone numbers, dates of hire, and Full Time Equivalent (FTE) levels of all Employees employed by the Employer who are covered by this Agreement, within thirty (30) days of the effective date of this Agreement. Thereafter, the Employer agrees to furnish the Union a monthly list of new hires, terminations and leaves of absence, as well as any changes to names, addresses, telephone numbers and FTE levels.

Section 3.6 – Authorized union representatives, after obtaining advance permission from an authorized Faribault Clinic representative, shall have the right to visit non-work areas of the Clinic provided that no interruption of working employees or normal operations results.

Section 3.7 – Union stewards shall be allowed a nominal amount of time during work hours, with supervisor approval to post union announcements, notices and transmit communications on the Union bulletin board as provided by the Employer.

ARTICLE IV
NO STRIKE OR LOCKOUT

Section 4.1 – During the life of this Agreement neither the Union nor any Employee shall engage in any strike or work stoppage, nor will Faribault Clinic lock out the Employees.

ARTICLE V
MANAGEMENT RIGHTS

Section 5.1 – The management of Faribault Clinic and the direction of the work force shall be in the sole discretion and the full responsibility of Faribault Clinic and, except to the extent expressly abridged or limited by a specific provision of this Agreement, Faribault Clinic reserves and retains, solely and exclusively, all of its rights, functions and prerogatives of management, except as specifically limited or modified herein or by an agreement in writing executed by the parties, including, but not limited to, the right to direct the workforce, to hire, suspend, discipline, or discharge for cause, or to transfer, the right to relieve Employees because of lack of work or for other legitimate reasons, and the right to determine the extent and manner in which the operations shall be run, the determination of work schedules, to establish reasonable rules, the determination of proper quality and work standards and the right to change, curtail or discontinue methods or processes or to use new equipment, the right to subcontract work which continues to be part of Faribault Clinic’s operations, provided that no Employee in the bargaining unit shall be laid off, terminated or suffer a reduction in hours as a result of such subcontracting, move, sell or discontinue operations, the right to assign work, to schedule work, determine staffing levels, promote, demote or lay off Employees, to make arrangements for the safety and health of Employees, all except and to the extent specifically modified herein, or by an agreement in writing executed by the parties, and otherwise to take such measures as Faribault Clinic deems necessary for orderly, safe effective and efficient conduct of the business. Any dispute to the application of this Section is subject to the grievance procedure, and Faribault Clinic’s reliance on this Section shall specifically be considered by any arbitrator in defense of any grievance.

Section 5.2 – Notwithstanding any provision in this Agreement to the contrary, it is expressly agreed and understood that Faribault Clinic shall have the right to sell or discontinue any operation, including but not limited to the laboratory and x-ray operations, and to layoff or terminate any Employees in such operation, provided that Faribault Clinic shall provide the Union at least thirty (30) days’ notice of such sale or discontinuance and any resulting layoff or termination of Employees, and provided further, that Faribault Clinic shall negotiate with the Union over the effects of such sale, discontinuance, layoff or termination.

ARTICLE VI
HOURS OF WORK

Section 6.1 – The hours of business will be determined by Faribault Clinic. The “typical” work schedule for a full time Employee is forty (40) hours. The “typical” work day shall be consecutive hours with allowance made for an unpaid thirty (30) to sixty (60) minute meal break as agreed upon by the Employee and Employer. All time worked in excess forty (40) hours per week shall be considered overtime and paid at a rate of time and one-half. A regular full-time work day shall be eight (8) hours.

Schedules for part-time Employees are developed on an individual basis. As with full time staff, the hours shall be scheduled in succession. No “split shifts” will be utilized except by mutual agreement of Faribault Clinic and the affected Employee.

Section 6.1A – Faribault Clinic shall attempt to accommodate Employees who wish to increase their hours up to a maximum of forty (40) hours per week, assuming that there is a need for more hours of work.

Section 6.1B – A system will be developed which will permit Employees who wish to work additional hours to voluntarily pick up hours at other Allina Health Clinic locations.

Section 6.2 – Faribault Clinic and individual Employees may agree to a pattern of work schedules providing for work in excess of eight (8) hours per day.

- A. The basic work week will continue to be forty (40) hours. Overtime will be paid at a rate of time and one-half the Employees usual rate for hours worked in excess of forty (40) hours per week.
- B. Flexible or Individualized Schedules may be initiated only by mutual agreement of Faribault Clinic and the affected Employee.
- C. The Employee will have the opportunity to review the schedule(s) being considered prior to committing to the flexible work schedule. Faribault Clinic will retain written documentation that an Employee has agreed to work a particular schedule. If the “flexible” schedule is for a specified period of time, this will also be documented in the Employee’s personnel file.
- D. Once a schedule has been determined, changes may be needed. If Faribault Clinic initiates a change, it will give at least two (2) weeks’ notice prior to any permanent changes. Employees initiating a schedule change must do so in writing to his/her supervisor at least two (2) weeks prior to the requested change. Faribault Clinic will attempt to accommodate the Employees’ wishes whenever possible. The Employee will receive a written response to his/her scheduling request within five (5) working days. In the event the Employee requests a schedule change for a period of time which is not currently needed by Faribault Clinic, Faribault Clinic cannot guarantee that the Employee will continue to remain employed, except if the Employee accepts a scheduled assignment based upon Clinic

needs. Faribault Clinic shall attempt to find work for the Employee who requests a schedule change, but if there is no work available for the schedule requested, the Employee shall be laid off.

Section 6.3 – Faribault Clinic agrees to abide by all State and Federal laws referring to maximum hours and minimum rates of pay and any Employees who are required to attend a meeting called by Management shall be paid his/her regular straight time rate of pay for time necessarily devoted to such meeting, except when the Employee works more than forty (40) hours per week, including time at meetings when their attendance is required, they will be paid in accordance with applicable law.

Section 6.4 – In the event that Faribault Clinic does not operate or closes down as a result of storm, breakdown of equipment, power failure, fire, flood, or because of circumstances beyond reasonable control, Employees will be paid only for hours actually worked. Employees may use accumulated PTO to cover any scheduled hours that they are not paid for and such PTO time shall not count for the purposes of the attendance policy.

Section 6.5 – An Employee terminated due to a reduction in the size of the workforce shall be paid only for actual hours worked during the week of the qualifying event. Likewise, Employees hired or recalled from a layoff will be paid only for time actually worked. In the event of a reduction in the size of the workforce, affected Employees and the Union will be advised of the layoff two (2) calendar weeks prior to the layoff.

Section 6.6 – Definitions:

- A. Full-time employee: An employee who is regularly scheduled to work at least 30 hours a week (0.75 FTE). A full-time employee is eligible for benefits.
- B. Part-time employee-benefits eligible: An employee who is regularly scheduled to work at least 20 hours a week (0.5 FTE) but less than 30 hours a week (.75 FTE). An employee who meets this definition is considered part-time benefits eligible.
- C. Part-time employee-non-benefits eligible: An employee who is regularly scheduled to work at least 4 hours a week (0.1 FTE) but less than 20 hours a week (0.5 FTE). An employee who meets this definition is not benefits eligible.
- D. Casual employee: An employee who does not have regularly scheduled work hours (0.0 FTE), but who works on a sporadic or “as needed” basis. A casual employee is not benefits eligible. Casual employee is defined as one who is not regularly scheduled to work. A casual employee must be available to work an average of six (6) shifts per quarter if called, to maintain casual status. Like all employees, casual employees are required to maintain competency to perform their jobs. The status of all casual employees will be periodically reviewed by Employer, and if performance expectations are not met the casual may be terminated.

Section 6.7 – Employees shall receive an unpaid lunch period of thirty (30) to sixty (60) minutes as close as practicable to the middle of their eight (8) hour work period. If the Employee is required to work during that period, he/she will be paid for his/her time as straight pay, except that in the event the Employee actually works in excess of forty (40) hours per week, he/she will be eligible for overtime in accordance with applicable law.

Section 6.8 – Employees shall receive one (1) paid rest period of fifteen minutes (15) for each four (4) hours of work. The time of such rest periods shall be determined by Faribault Clinic.

Section 6.9 – Pay periods shall cover two (2) work weeks and Employees shall be paid every other Friday.

Section 6.10 – If the provider to whom an Employee is normally assigned is not at the Clinic on a particular day, and the Employee does not have enough work for a full shift, the Employee shall be assigned other duties at Faribault Clinic by the Employee’s supervisor/manager/designee, if such other duties are available and the Employee is qualified to do them. If there is not sufficient work for the Employee for which he/she is qualified, the Employee may be sent home early and be paid only for hours worked, unless the Employee chooses to utilize accumulated PTO which shall not count for the purposes of the attendance policy.

The manager/lead will seek volunteers to take Low Need hours off. The Clinic will make a good faith effort to identify available work opportunities for nursing/CMA staff before assigning Low Need hours to an employee. For the first two Low Need events of four hours or more that an LPN/CMA is assigned each contract year, the LPN/CMA may choose to be reassigned to an appropriate area for the remainder of her/his shift to the extent other duties are available. If the LPN/CMA chooses not to avail herself/himself of this opportunity, Low Need will be assigned.

Section 6.11 – If an employee reports to work on her/his regularly scheduled shift and is sent home due to lack of work, or if the employee is asked to report to work and is sent home due to lack of work, the employee shall receive a minimum of four (4) hours pay.

Section 6.12 – Completed work schedules covering a two (2) week period shall be posted at least one (1) week in advance of the first day covered by such schedule. Every effort will be made to accommodate requests for specific schedules if they are submitted in writing at least two weeks prior to the first day covered by the scheduling period. By December 1 of each year the scheduling periods for the following year shall be communicated to Employees. Faribault Clinic reserves the right to make changes in the schedule based on emergency or unforeseen circumstances. Once a completed work schedule is posted, in the event providers switch schedules for evening and weekend hours, the LPN/CMAs originally scheduled for the evening and weekend hours remain responsible for that shift. The LPN/CMAs may also switch by mutual agreement following the normal shift switch procedure.

Section 6.12A – Scheduling of employees on holidays shall be on a rotating basis with no employee being scheduled to work two holidays in a row, except in certain circumstances (e.g., to cover for an employee on a leave of absence or open positions). For purposes of this Section, holidays include New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving

Day, Christmas Eve (after 12:00 pm), Christmas Day, and New Year's Eve (after 5:00 pm). The holiday scheduling rotation for employees in Urgent Care will be separate from the rotation for the rest of the Clinic and the limitation on scheduling for consecutive holidays in this Section shall not apply.

Section 6.13 – Employees may be required to work overtime and such overtime will be assigned based upon Faribault Clinic's needs.

Section 6.14 – If in the interest of efficient operations, daily or short term staff adjustments become necessary, they shall be made on the basis of (1) volunteering, (2) seniority by job classification, or (3) job assignment and skill set (i.e., specialty nursing, performing lab tests, processing of x-rays, etc.) within the department after all options have been explored. Each department or job classification must follow either seniority or job assignment and skill set process on a consistent basis. Mandatory extra shifts will be rotated among employees in the job assignment and skill set, starting with the least senior.

Section 6.15 – In the event that LPN/CMA's are scheduled to "cross-cover," there shall be a good faith effort to provide a ratio of no less than 2 LPN/CMA's assigned to cover 3 providers at any given time. LPN/CMA's assigned to cross-cover shall be assigned by the Lead or Manager on duty.

ARTICLE VII

WAGES

Section 7.1 – The wage schedule for Employees covered by this Agreement shall be set forth as Attachment "A" attached hereto and incorporated herein as part of this Agreement.

Section 7.2 – Employees shall be placed upon the wage schedule on the basis of their length of service with Faribault Clinic since their most recent date of hire both prior to and after the effective date of this Agreement.

Section 7.3 – To the extent Employees not covered by this Agreement receive a Christmas bonus, each Employee in the bargaining unit shall receive a Christmas bonus on the same basis as Employees not in this unit.

Section 7.4 – Lead differential in the amount of \$1.00 per hour shall be paid any Employee assuming lead functions in four (4) hour increments. Lead pay shall be governed by lead pay provisions. An Employee accepting lead responsibilities shall be provided with additional training to perform such duties as defined by lead job description. Other Employees assuming lead responsibilities shall be paid lead premium pay in absence of such lead. Open lead positions will be posted. Lead pay premium is paid for lead hours worked. Such premium is not paid on PTO or LOA. Leads taking call-ins in the morning shall be compensated for the time worked in accordance with the law and Clinic policy.

Section 7.5 – Upon hire, new Employees may be given credit for purposes of advanced placement on the salary scale for up to one-hundred percent (100%) of relevant prior experience. The Employer shall notify the union of the hire rate for the new Employee and the relevant experience of that Employee.

Section 7.6 – A shift differential in the amount of \$1.50 per hour will be paid for all hours worked after 5:00 p.m. A weekend differential in the amount of two dollars (\$2.00) per hour, shall be paid for all weekend hours worked.

Section 7.7 – The following provision shall govern the utilization of “On-Call”:

- A. On-call may be utilized when doctors are gone or as a result of a Low Need Day (LND), or a request for PTO is denied because of staffing needs.
- B. On-call hours are not always necessary as result of LNDs, but utilized at the discretion of Faribault Clinic. If assigned, on call hours will be utilized in order of seniority as a result of LNDs in order to allow Employees to maintain their FTE status. Only one Employee will be placed on call per day.
- C. Rate of on-call shall be four dollars (\$4.00) per hour.
- D. If an Employee is called to work from on-call status, such Employee shall receive a minimum of four (4) hours pay.
- E. Employees receiving a low need day and placed on-call will receive call pay and PTO accrual for such hours, but hours on-call will not count toward the calculation of overtime.
- F. Hours of on-call shall be from 6:30 a.m. to 12:30 p.m. However, the Employee will be notified that they will be on-call status as soon as possible.
- G. No Employee will suffer a loss of benefits or seniority rights for being placed on-call.

Section 7.8 – Faribault Clinic shall provide an annual uniform allowance to each employee covered by the Collective Bargaining Agreement in the amount of \$130. For new hires, the annual uniform allowance is pro-rated based on when their employment starts. Employees hired in the first quarter will receive the full annual amount. Employees hired in the second quarter will receive $\frac{3}{4}$ of the annual amount, employees hired in the third quarter will receive $\frac{1}{2}$ of the annual amount, and employees hired in the fourth quarter will receive $\frac{1}{4}$ of the annual amount.

Section 7.9 - Urgent Care Extra Shift Bonuses

Staff may be requested to work additional shifts to complete the staff compliment by the Staffing Coordinator, Clinical Services Supervisor, or Lead/Charge Nurse. Open shifts are filled when the schedule is finalized, the day of work, or after the shift has begun-based upon identified need.

Administration of Extra Shift Bonus

1. Extra Shift Bonus is available for the following job classes in Urgent Care: LPN/CMA/MA and Radiology Tech.
2. The Urgent Care leader determines when a time of critical staffing need exists and Extra Shift Bonuses will be paid. This determination will be applicable to all Urgent Care sites-based upon the critical need.
3. Staff are paid a full bonus when they commit to and complete a whole shift (greater than 6 hours), as needed.
4. Staff are paid a half bonus when they commit to and complete a half shift (greater than 4 hours).
5. Staff that pick up an extra shift and have pre-approved PTO during that pay period are paid an extra shift bonus when they commit to and complete an extra shift of work.
6. Staff with an unscheduled absence during that pay period forfeit their extra shift bonus.
7. When staff give away a shift of work to a peer, the staff working the shift is not eligible for an extra shift bonus. Staff that give away shifts are not eligible for extra shift bonuses for these situation.

Role	Weekday Bonus	Weekend Bonus
CA and RT	\$50	\$75

Minimum hours needed for partial to full bonuses:

4 – 5.75 hours = 0.5 of bonus

6 – 12.25 hours = 1.0 of bonus

12.5 – 16 hours = 1.5 of bonus

16.25 or more hours = 2.0 of bonus

Please note: If you work 5.75-7.75 hours on the weekend you will need to submit a timecard adjustment sheet for an additional partial bonus.

ARTICLE VIII
PAID TIME OFF

Section 8.1 – All benefits eligible Employees (.5 through 1.0 FTE) will accrue Paid Time Off (PTO) each pay period for each paid hour in accordance with the following schedule:

During first through fourth year of eligibility: .093/hour

After fourth year through the eighth year: .112/hour

After the ninth year: .131/hour

After 20 years: .15/hour

*If at such time PTO accrual rates change, Employees will follow new schedule as long as there is no loss to Employee.

Accrual will begin the same pay period an Employee becomes benefits eligible. An Employee's PTO eligibility year begins the date they become benefits eligible.

Section 8.2 – In any eligibility year, the maximum accrual for that year will be limited to the applicable hourly rate times a maximum of 2080 hours. The maximum total accrual at any time will be limited to:

300 hours, effective January 1, 2016

280 hours, effective January 1, 2018

When an Employee's accrual reaches the maximum, he/she will not accrue again until the balance falls below the maximum hours in the subsequent pay period.

Section 8.3 – PTO may be used as it accrues subject to supervisory approval based on staffing needs. The first day of any absence must be paid from an Employee's PTO balance.

Section 8.4 – When Faribault Clinic closes for business on an observed holiday, Employees may utilize any accrued PTO balance to replace regularly scheduled hours or they may take leave without pay at their discretion.

For the Friday after Thanksgiving, Christmas Eve, and New Year's Eve, priority for time off each individual day will be rotated starting with the most senior. The rotation will continue from year-to-year, beginning each year where the previous year left off. The rotation for employees in Urgent Care will be separate from the rotation for the rest of the Clinic.

Section 8.5 – Any sick leave remaining after the conversion from the previous traditional sick leave program to the PTO program will be "frozen and payable only for absences due to illness or injury after the first day of absence due to a disabling illness or injury. Payment of such frozen sick leave will be subject to written medical authorization of disability at the supervisor's request.

Section 8.6 – Employees will be eligible for coverage and benefits under Faribault Clinic sponsored Income Protection (IP) plan on the same basis as non-contract Employees during the term of this Agreement. The Union will be notified of any changes in the plan prior to implementation and Faribault Clinic will meet and discuss matters relating thereto upon request of the Union.

Section 8.7 – To be eligible for any time off contained in this Article, Employees must provide reasonable notice to their supervisor as far in advance as possible. In addition, departments may establish reasonable procedures for requesting PTO for vacation and other personal uses.

Section 8.8 – Faribault Clinic will permit at least two (2) non-Urgent Care nursing staff off at once following seniority guidelines. At least one Urgent Care nursing staff will also be allowed off at the same time following seniority guidelines.

Requests for time off submitted once the radiology, lab, CMA and nursing schedules are complete and distributed to staff, will require the Employee requesting time off to find their own replacement provided no overtime is generated. This must be communicated to the supervisor/manager/designee prior to the change. If unable to find replacement coverage, the request will be denied. Staff is encouraged to exchange hours if necessary (i.e., afternoons out of the office, evening shifts, Saturdays, etc.). An employee wishing to rescind approved PTO shall provide the Clinic with at least six (6) weeks' notice in advance of the scheduled PTO unless the person scheduled to cover agrees to a shorter notice period.

Sick calls must be called in no later than 60 minutes prior to the start of the shift. If you are called and a message is left to call back for availability, please call a.s.a.p. with an answer as to whether you are available.

Section 8.9 – Vacation requests can be submitted during four (4) separate open window periods of November 1st through November 15th, February 1st through February 15th, May 1st through May 15th, and August 1st through August 15th.

On or prior to November 1st of each calendar year, Faribault Clinic shall post a notice advising Employees that they may put in vacation requests by November 15th for prospective vacations to be taken January through March of the next calendar year. Faribault Clinic shall notify the Employee on or prior to the last day of November as to whether the request is approved or denied.

On or prior to February 1st of each calendar year, Faribault Clinic shall post a notice advising Employees that they may put in vacation requests by February 15th for prospective vacations to be taken April through June of the current calendar year. Faribault Clinic shall notify the Employee on or prior to the last day of February as to whether the request is approved or denied.

On or prior to May 1st of each calendar year, Faribault Clinic shall post a notice advising Employees that they may put in vacation requests by May 15th for vacations to be taken July through September of the current calendar year. Faribault Clinic shall notify the Employee on or prior to the last day of May as to whether the request is approved or denied.

On or prior to August 1st of each calendar year, Faribault Clinic shall post a notice advising Employees that they may put in vacation requests by August 15th for prospective vacations to be taken October through December of the current calendar year. Faribault Clinic shall notify the Employee on or prior to the last day of August as to whether the request is approved or denied.

Vacation requests submitted during the period of November 1st through November 15th, February 1st through February 15th, May 1st through May 15th and August 1st through August 15th shall be approved on the basis of seniority, although requests from employees in Urgent Care will be considered and processed separate from the rest of the Clinic.

In October each year, in seniority order employees may request one period of one calendar week off in the next calendar year, although requests from employees in Urgent Care will be considered and processed separate from the rest of the Clinic. Such requests will be considered before requests made in the bid windows above.

In the event an Employee elects not to request vacation during the four (4) aforementioned window periods, he/she shall only be permitted to request vacation from remaining available time. This later selection of vacation shall be on a first-come, first-serve basis. In the case in which vacation requests are made on the same day outside the window periods as mentioned above seniority shall prevail.

Denied requests will be held for reconsideration and will be copied and returned with an explanation of the denial (i.e. more than two (2) requests for the same time period). Requests may be approved as the providers' schedules are completed.

Vacation requests that cross request periods may be submitted as one request during the period in which the first requested PTO day falls.

ARTICLE IX **SENIORITY**

Section 9.1 – Definitions:

- A. **Clinic Seniority:** An Employee's clinic seniority shall date from the first day of work following his/her employment with Faribault Clinic or his/her last reemployment if his/her continuous service has been broken, except that an Employee shall be deemed probationary as described below in Section 9.1E.
- B. **Classification Seniority:** Classification seniority shall consist of the length of time an Employee has been regularly assigned to the classification, except that an Employee shall be deemed probationary in accordance with Section 9.1 E below, and shall be deemed to have acquired classification seniority only following the probationary period, and at said time, the Employee's seniority shall be the date of hire.

- C. General: Should an Employee be transferred to another classification within the bargaining unit and remain in such other classification for a period of more than twelve (12) weeks, he/she shall retain the Classification Seniority accrued in the classification from which transferred as of the date of transfer (but shall accrue no additional) and shall commence to accrue to classification seniority in the new classification to which transferred, from the date of transfer. Should an Employee return to the classification from which transferred within twelve (12) weeks he/she shall accrue no seniority in the classification to which transferred and his/her accrual of seniority in the classification from which transferred shall continue uninterrupted. An Employee transferred to a job outside the bargaining unit shall not accrue any additional seniority, but shall retain his/her classification seniority for purposes of involuntary layoff and recall in the bargaining unit for a period of one (1) year from the date of the transfer.
- D. “Qualified”: Whenever used in this Article, “qualified” shall mean that the Employee can safely and efficiently perform the required duties of the job under the degree of supervision normally given to Employees in the job. This definition shall not apply to any other Article, unless specifically provided for in such Article.
- E. “Probationary”: An Employee shall be deemed probationary during his/her first twelve (12) calendar weeks of employment, and may, during said period, be discharged at the sole discretion of Faribault Clinic with or without cause. An Employee shall be deemed to have acquired Clinic seniority only following the probationary period, and at said time, the Employee’s seniority shall be the date of hire.
- F. During the probationary period each Employee shall receive general orientation to Faribault Clinic as well as specific instruction and training necessary to fulfill the duties of the Employee’s position.
- G. A representative from the Union shall be permitted to speak to newly hired Employees during their general orientation period.

Section 9.2 – The seniority list showing Faribault Clinic Seniority and the classification seniority of each Employee, shall be supplied upon request to the state office and council representative or when any changes occur. All seniority shown on such seniority list shall be conclusive unless protested through the filing of a written grievance.

Section 9.3 – An Employee shall lose all seniority with Faribault Clinic and all rights under this Agreement upon the occurrence of any of the following:

- A. Resignation or quitting by the Employee for any reason.
- B. Voluntary reduction in hours to casual status. However, Employees requesting to go to casual status shall have such request granted provided there is a need or an opening for a casual Employee in the requested area and the Employee provides their manager with two (2) weeks advanced notice. Employees who transfer to a casual status and then obtain a regularly scheduled position within six (6) months, will be re-credited with the seniority

they had prior to going casual. The Employee's prior seniority will not be restored until after they return to a regularly scheduled position. Casual employees do not have any seniority.

- C. Retirement.
- D. Discharge for just cause.
- E. Layoff for more than eighteen (18) months for Employees with up to five (5) years of clinic seniority and for two (2) years for Employees with more than five (5) years of clinic seniority.
- F. Absence from work for more than two (2) working days without notifying Faribault Clinic in writing of a justifiable reason for absence within such period.

In the event that the Employee does not notify Faribault Clinic, the Employee must establish to Faribault Clinic's satisfaction that the Employee was unable to contact Faribault Clinic during such period.

- G. Failure to report in answer to a recall from layoff in accordance with this Article.
- H. Failure to apply for re-employment within the statutory limitation after honorable separation from military service.
- I. Unless previously approved, acceptance of wages or other compensation for services rendered for others or accrual of income or potential income from self-employment during a leave of absence, other than a lay-off. This provision shall not apply to income received from employment or services rendered by the Employee in a job which the Employee had prior to the leave of absence, provided that no Employee will engage in any other employment which interferes with his/her employment at Faribault Clinic.
- J. Misrepresentation of the purpose of a requested leave of absence or failure to return at or prior to the expiration of a leave of absence.

Section 9.4 – The parties recognize and accept the principle of seniority in all cases of reduction and restoration of forces. The following procedure shall be followed in a reduction of forces:

- A. Probationary, Temporary and Casual Employees in the affected job classification shall be laid off in the order determined by Faribault Clinic.
- B. Layoff will be in reverse order of seniority. Employees may be retained out of seniority sequence only in the event that more senior Employees do not possess the minimum qualifications necessary to fill a position as described in Section 9.1.
- C. Bumping shall be done in the following order:

- (1) Employees may bump the least senior Employee in their classification who has the same FTE.
 - (2) Employees may bump the least senior Employee in their classification together with the next least senior Employee to the extent that the original Employee maintains their FTE level and the schedules of the two positions must be compatible.
 - (3) Employees may bump the least senior Employee whose FTE is closest to the affected Employees FTE, but not greater than the Employee's FTE.
- D. Employees who are bumped may voluntarily agree to be assigned to an open position within the Allina Health Clinic district in which Faribault Clinic is located, or within a one (1) hour drive from the Employee's home if there is an open position in another district. The Employee will retain recall rights to Faribault Clinic.
- E. Allina Health will coordinate with operating sites and collective bargaining representatives to enable, where possible, Employees to transfer benefits between facilities when transferring to a different position.
- F. Employees will be given opportunities to cross-train to other positions.
- G. An Employee who is designated for layoff shall have the right to take the layoff, without any penalty, and retain his/her seniority and recall rights.
- H. Layoffs resulting from the sale or discontinuance of services, see Section 5.2 regarding notice to the Union.

Section 9.5 – Employees who have had their hours involuntarily reduced shall retain reinstatement rights for eighteen (18) months or until offered hours equivalent to their previous FTE status, whichever is shorter. Reinstatement shall be in the order in which Employees were reduced, meaning the first Employee reduced is the first one reinstated.

Section 9.6 – Employees with up to five (5) years of clinic seniority, who have been laid off shall have recall rights for eighteen (18) months or until offered a position equal to their previous position whichever time period is shorter. Employees with greater than five (5) years of clinic seniority, who have been laid off, shall have recall rights for two (2) years or until offered a position equal to their previous position whichever time period is shorter. In recall of laid off Employees, Faribault Clinic will notify each Employee entitled to recall by a certified or registered letter, addressed to his/her at his/her latest mailing address shown on the records of Faribault Clinic. Each laid off Employee shall be responsible for maintaining on record with Faribault Clinic his/her proper mailing address. The return of a letter or notification undeliverable, or the failure of the Employee to report for work within ten (10) days (exclusive of Saturdays, Sundays and holidays) after the receipt of the notice or fifteen (15) days after the mailing of the notice, whichever is earlier, will result in termination of the Employee's Seniority as provided in Section 9.3.F. In

addition, Faribault Clinic shall send a copy of the Notice to the Union by facsimile (fax) on the same day that it is mailed to the Employee.

ARTICLE X

DISCIPLINARY ACTION

Section 10.1 – No Employee shall be discharged or disciplined without just cause except that Employees, during the first twelve (12) weeks of employment, shall be considered probationary Employees and may be discharged or disciplined with or without just cause and shall not have the right to file a grievance or to pursue any arbitration in connection with their discharge or discipline. Any Employee who has been discharged shall be granted an interview with the Union Representative before he/she is required to leave Faribault Clinic unless there is a demonstrated concern for patient or employee safety.

Section 10.2

- A. In any case involving a written warning, suspension or discharge, Faribault Clinic shall notify the Union Representative in writing, by mailing, faxing or electronically transmitting a notice to the Representative at the time of the occurrence, but in any event, no later than the next business day.
- B. With respect to written warnings, suspensions or discharges, an Employee shall receive a notice, letter or electronic transmission spelling out the charges and reasonable specifications and advising the Employee of the right of appeal.

Section 10.3 – Whenever Faribault Clinic requests the presence of an Employee for disciplinary reasons, the Employee will have the right to be accompanied by a Union Representative.

Section 10.4 – It is in the best interests of Faribault Clinic and the Employees that coaching or counseling be utilized to insure optimal Employee behavior, attitude or conduct. When coaching and counseling is used by Faribault Clinic and is not successful, Faribault Clinic shall follow the provisions of Allina Health’s just cause and due process policy and the Employee will be covered by those provisions.

The Clinic manager will determine the appropriate level of corrective action based on the severity of the conduct and other factors such as length of employment and whether the Employee is aware of the performance or conduct issue. The following list is a general description of the corrective action process.

Verbal Warning – A verbal warning is generally used for a first time offense, less serious violations of policy or failure to meet performance expectations.

Written Warning – A written warning is generally used when an employee has:

- a. Committed a more serious policy violation.

- b. Significantly failed to meet performance expectations
- c. Exhibited multiple conduct and/or performance issues that need to be addressed simultaneously, or
- d. Shown continued failure to correct performance or conduct.

Final Warning or Disciplinary Suspension – A final warning or disciplinary suspension is used for serious violations of company policies or performance issues, where employment termination may result if improvement or correction not immediately demonstrated. (In some cases, employees may be suspended pending the results of an investigation. In these situations, a suspension is not considered a corrective action.)

Termination – This corrective action is used for the most serious violations of company policies or performance issues or where, in the Employer's judgment, earlier forms of corrective action have not achieved the desired result as to the Employee's performance, conduct or behavior. Your manager may decide that termination is appropriate regardless of whether you have received prior corrective action.

Section 10.5 – Written warnings shall be kept in an Employee's personnel file for a period of thirty-six (36) months and will, upon the request of the Employee, be removed from the file and not used in any subsequent disciplinary proceeding.

ARTICLE XI

GRIEVANCE AND ARBITRATION PROCEDURES

Section 11.1 – Any dispute relating to the interpretation of or the adherence to the terms and provisions of this Agreement shall be handled as follows:

STEP ONE – The Employee shall discuss the grievance with his/her immediate Supervisor, within ten (10) calendar days following the date of the occurrence. The Supervisor and the Employee shall sign and date a Step One form at the time of their meeting. The Supervisor shall give the Employee a response within ten (10) calendar days.

STEP TWO – If the grievance is not resolved in Step One, it shall be submitted in writing. The grievance shall specify in detail the alleged violation of the contract, and shall be received by Faribault Clinic's administrator no later than ten (10) calendar days following the Supervisor's answers in step one. Grievances relating to wages shall be timely if received by Faribault Clinic no later than ten (10) calendar days following the date of receipt of the check by the Employee. Within ten (10) calendar days following receipt of the grievance by Faribault Clinic; administrative representatives of Faribault Clinic and the Union shall meet in an attempt to resolve the grievance. Within ten (10) calendar days of the meeting between representatives of Faribault Clinic and the Union, Faribault Clinic will present a written answer to the grievance. Faribault Clinic will grant a necessary and reasonable amount of time off during working hours with pay to the Representative who

must necessarily be present for direct participation in investigating or adjusting a grievance. The provisions of the preceding sentence shall not apply to any arbitration proceedings conducted pursuant to Step Three of this Section.

STEP THREE – If the grievance is not resolved in Step Two, 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) calendar days following receipt of a written answer to the grievance. The arbitrator shall be selected from a list of neutral arbitrators to be submitted to the parties by the Federal Mediation & Conciliation Service.

Section 11.2 – The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement and the arbitrator shall have no authority to add to, subtract from or modify, in any manner, the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be final and binding upon the Union, Employer, and the Employees. 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 the Employer and the Union.

Section 11.3 – The parties agree that they may mutually request that the Federal Mediation and Conciliation Service mediate a grievance dispute prior to its submission to an arbitrator.

Section 11.4 – If the appropriate responding party does not answer a grievance within the time limits set forth in this Article, then unless the time limits have been extended in accordance with Section 11.5, the grievant shall prevail, and the matter shall be implemented as if the grievance had been allowed. Similarly, if the grievance is denied and not carried to the next step within the limits set forth in this Article 11, then unless the time limits have been extended in accordance with Section 11.5, such denial shall constitute a final disposition of the grievance.

Section 11.5 – Any grievance which the aggrieved or defending party does not carry forward within the prescribed time limits shall automatically be closed on the basis of the last disposition, unless the parties have agreed to an extension of time.

Section 11.6 – GRIEVANCE TIMELINES: The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived, and forfeited and shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties.

Section 11.7 – UNION'S RIGHT TO FILE GRIEVANCES: The Union may file grievances on behalf of individual Employees or groups of Employees. Any such grievance shall be subject to all of the provisions of this Section, including the time limitations contained therein.

Section 11.8 – For the purposes of this Article, written notice shall mean delivery in person, by fax, by U.S. mail, or by email.

ARTICLE XII
LABOR MANAGEMENT MEETINGS

Section 12.1 – The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance which is in the best interest of the Employees, the Union, and Faribault Clinic. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a “Labor/Management meeting.”

Section 12.2 – Meetings will be held every other month. Meetings will start at 12:15 p.m. for the discussion and/or resolution of reasonable and appropriate subjects, with Faribault Clinic representatives and the Union’s representatives in attendance. Agenda items must be submitted by either party two (2) business days prior to the meeting to the designated member. Cancellation of a meeting shall be by mutual agreement between the Clinic Manager and Union President. Employees shall be on paid time to attend such meetings. Any meeting cancelled due to the unavailability of the Clinic Manager shall be rescheduled as soon as practicable at a mutually agreeable date and time.

ARTICLE XIII
FUNERAL LEAVE

Section 13.1 – An Employee shall be granted leave of a maximum of five (5) days for the purpose of attending the funeral of said Employee’s mother, father, step-mother, stepfather, mother-in-law, father-in-law, spouse, brother, sister, step-brother, step-sister, children, step-children or legal guardians or grandparents or grandchildren or grandparents-in-law. The days of the leave must cover the day of the funeral and consecutive days before or after the funeral. A maximum of three (3) days of the leave will be compensated. The compensated days must fall on regularly scheduled workdays. If an Employee is using paid time off when the need for funeral leave arises, the days associated with the funeral leave shall not be charged to paid time off. In the event Faribault Clinic has a reasonable basis to believe an Employee is abusing this leave, the Employee may be required to submit proof of death and relationship to be eligible for such leave.

ARTICLE XIV
PENSION BENEFITS

Section 14.1 – Employees will be eligible for coverage and benefits under Faribault Clinic sponsored pension plan on the same basis as non-contract Employees during the term of this Agreement. The Union will be notified of any changes in the plan prior to implementation and Faribault Clinic will meet and discuss matters relating thereto upon request of the Association.

ARTICLE XV
FLEXIBLE BENEFITS PLAN

Section 15.1 – All Employees shall be eligible to participate in Faribault Clinic’s flexible benefit plan which covers non-contract Clinic staff, on the same basis and subject to the same terms and conditions as the non-contract Clinic staff.

ARTICLE XVI
LONG TERM DISABILITY

Section 16.1 – Faribault Clinic shall continue to provide Long Term Disability benefits to Employees in the bargaining unit on the same terms as it provides to Employees not in the bargaining unit. In the event this benefit is terminated, Faribault Clinic and the Union agree to meet and negotiate an alternative benefit. Any change in benefits unilaterally instituted by Faribault Clinic shall result in substantially similar coverage. In the event the Clinic is advised of an increase in the cost of this benefit by the third party carrier, the Clinic will provide the Union with notice of such increase and will endeavor to negotiate with the carrier substantially similar benefits to the current benefit level, provided however, that if the cost of maintaining the substantially similar benefits increase, the Employees shall be responsible for such increases in costs or in the alternative, after negotiating with the Union, Faribault Clinic will provide less than substantially similar benefits at the same or substantially similar cost to the Employee, if any.

ARTICLE XVII
LEAVE OF ABSENCES

Section 17.1 – Faribault Clinic shall provide Employees all applicable leaves as required by and in accordance with applicable state and federal law including Family and Medical Leave Act.

Section 17.2 – A disability leave of absence will be granted to any Employee who is temporarily disabled due to any non-work related illness or injury on a case by case basis not to exceed one year.

Section 17.3 – A military leave of absence will be granted to any Employee who is required to serve active military duty. Leave shall be granted in accordance with state and federal law.

Section 17.4 – A personal leave may be granted to an Employee for “good cause.” Faribault Clinic, however, reserves the right to determine whether such a leave will be granted in each instance. To be eligible for a leave of absence, Employees must be employed at least one (1) year on a part or full-time basis. Part-time Employees must be scheduled for a minimum of twenty (20) hours per week. Employees are eligible for only one leave in any twelve (12) month period. Employees may utilize vacation and sick leave benefits prior to initiating a leave of absence. The procedure relating to personal leaves of absence described in the Allina Health policy, and such procedures shall control any personal leaves of absence under this Section.

Section 17.5 – A leave of absence, not to exceed four (4) weeks, without loss of pay shall be granted to an Employee who is called for petit jury duty. Employees shall turn in any stipend received for attendance on jury duty. For the purposes of this Section, stipend shall not include any reimbursement for meals or mileage.

ARTICLE XVIII **GENERAL PROVISIONS**

Section 18.1 – If Faribault Clinic utilizes a system of Employee evaluations, such evaluations may be conducted on an annual basis. Barring unusual circumstances or employee unavailability, evaluations will be conducted within 45 days of the employee’s review date. The Employee shall acknowledge such evaluation by signature to indicate that it has been reviewed by him/her, and may add comments he/she wishes to the evaluation. Signature by an Employee shall not be construed to mean that the Employee either agrees or disagrees with the evaluation, but merely that it has been reviewed with them. Employees shall be given a copy of any evaluation of which they are subject.

Section 18.2 – Any proposed alteration in job duties, responsibilities, or functions which are substantial shall be communicated to the Union thirty (30) days prior to the proposed date of implementation. If the Union does not object to any proposed changes within thirty (30) days, the Union will waive any claims regarding such changes. Upon the request of the Union within the thirty (30) days, such alterations shall become the subject of negotiations. Should such negotiations result in impasse, the issues at impasse shall be submitted to arbitration as provided in the grievance procedure contained in this Agreement.”

Section 18.3 – Faribault Clinic shall post notice of any position to be filled within the bargaining unit for a period of five (5) days prior to permanently filling the position. If after five (5) days there is no internal interest expressed in writing, Faribault Clinic may hire externally. Faribault Clinic may temporarily fill the position during the posting period. Any Employee currently employed by Faribault Clinic and who is qualified as defined in Section 9.1(D) for the position shall be granted the position upon application. If more than one (1) Employee is qualified as defined in Section 9.1(0) applies, the position shall be awarded to the most senior applicant. In filling vacancies, preference will be given to internal qualified candidates over external candidates as defined in Section 9.1(D). All bargaining unit applicants, and all qualified external applicants will be interviewed prior to filling a permanent vacancy.

Unless Faribault Clinic agrees, an Employee may not transfer to a new position:

- (1) within six (6) months of starting his/her current position; or
- (2) if the employee has received corrective action within the previous six (6) months.

Section 18.3A – Unless unusual circumstances prevent it, employees will be provided with the opportunity to cross-train in other departments as well as have the right to shadow in other positions if the request is given to the manager.

Section 18.3B – Each position in Faribault Clinic shall have a work agreement identifying the FTE level and hours to be worked within that position. If the provider associated with the position elects to increase or decrease such clinic hours, the Employee holding such position shall have the right to accept or decline the modified position in lieu of posting. If such Employee refuses modification of the position, Management maintains the right to modify such position prior to posting which may include posting the position as a whole or a split. If during the posting period there are no applications for the whole position as posted, the position may be reevaluated again. During the posting period, Employees may express interest of a split to management. Split or shared positions are based upon seniority and management acceptance.

Section 18.3C – If the Employee declines modified position, the Employee may elect their options as defined in Section 9.

Section 18.4 – Bargaining unit employees may participate in the Allina Health tuition reimbursement program on the same basis and subject to the same terms conditions as the Clinic’s non-contract employees.

Section 18.5 – Faribault Clinic shall reimburse Lab Techs, Radiology Techs, and Licensed Practical Nurses, and Certified Medical Assistants for the cost of their license or required registration.

Section 18.6 – Malpractice Insurance: Faribault Clinic shall maintain Malpractice Insurance coverage for Employees in the bargaining unit on the same basis as coverage for Employees not in the bargaining unit. Any change in benefits unilaterally instituted by Faribault Clinic shall result in substantially similar coverage. In the event this insurance is terminated, Faribault Clinic and the Association agree to meet and negotiate an alternative policy. In the event Faribault Clinic is advised of an increase in the cost of this benefit by the third party carrier, Faribault Clinic will provide the Union with notice of such increase and will endeavor to negotiate with the carrier substantially similar benefits to the current benefit level, provided however, that if the cost for maintaining the substantially similar benefits increase, the Employees shall be responsible for such increases in costs or in the alternative, after negotiating with the Union, Faribault Clinic will provide less than substantially similar benefits at the same or substantially similar cost to the Employee, if any.

Section 18.7 – Employees shall have the right to review and receive copies of their personnel file in accordance with Minn. Stat. § 181.960 as well as any other rights provided for therein. Minn. Stat. §181.960-181.965 permits Employees to submit a written request to review his/her file once in every six (6) months. Faribault Clinic is required to permit the review within seven (7) days. The review may be scheduled any time during Faribault Clinic’s normal operating hours and does not have to occur during the Employee’s normal working hours. Faribault Clinic has the right to be present through its representative during the review. The Employee has the right to request a copy of the file and may be required to pay for the actual cost of making, compiling and mailing the copy. There are other provisions relating to what documents constitute a personnel file and the removal or revision of information contained in the file. Faribault Clinic shall maintain a copy of the statute for review by any Employee upon a prior request. Employees shall be given a written

copy of any performance evaluation, documentation regarding performance or any disciplinary action which is being added to such file at the time such document is being added to the file.

Section 18.8 – Employees are requested to give Faribault Clinic at least two (2) weeks written notice of his/her resignation. Upon separation from employment, Employees shall be paid for all accumulated and unused PTO at their current rate.

Section 18.9 – Faribault Clinic shall continue to make the pre-tax spending account (IRS Section 125) plan available to Employees covered by this Agreement under the same terms and to the extent it makes such plan available to Employees not covered by this Agreement.

Section 18.10 – Employees whose job duties require ordering, purchasing, maintaining equipment and/or stocking of supplies and equipment shall be allowed reasonable time during the work day to complete such duties.

Section 18.11 – Any provider or service leaving Faribault Clinic for space purposes that shall be considered Faribault Clinic shall remain in the bargaining unit. Any specialty provider requesting hours worked by Clinic staff will be considered hours worked and governed by the provision of this contract. Any such move will be discussed at LMC prior to implementation.

Section 18.12 – If a provider requests a traveling nurse, all clinics may post such position. Applicants from all sites may apply and all may be considered. Interviews will be conducted jointly. Such position will have home site defined prior to posting.

Section 18.13 – A traveling nurse shall maintain the status of their “home” site. The home site of the traveling nurse shall be responsible for staffing in case of sick, vacation, etc. In the case of no available staff from home site, Clinic staff will provide coverage if properly trained. Union staff will agree to mentor “traveling provider” staff.

ARTICLE XIX **NON-DISCRIMINATION CLAUSE**

Section 19.1 – Faribault Clinic and the Union agree that there shall be no discrimination in the employment of Employees by Faribault Clinic or the Union because of conditions prohibited by law. The parties also agree that they shall comply with all requirements of reasonable accommodation for qualified disabled persons as required by state and federal statutes.

Section 19.2 – In regard to gender, any reference in this Agreement to the female gender, words such as “she”, “her”, etc., shall apply both to male and female.

ARTICLE XX **SEVERANCE**

Section 20.1 – This agreement is subject to the laws of the United States and the State of Minnesota. In the event that any provision of this agreement shall be held to be contrary to law by

a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions shall remain in full force and effect.

Section 20.2 – In the event any provision is held or determined to be invalid, Faribault Clinic and the Union agree to meet and negotiate a substitute clause to replace the provision found invalid. The goal of the negotiations shall be to devise a clause which is legally binding and which captures as near as possible the intent of the original, invalid clause.

ARTICLE XXI
DURATION OF AGREEMENT

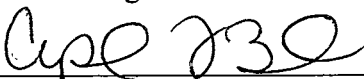
Section 21.1 – This Agreement shall be in full force and effect from January 1, 2020 through the 31st day of December, 2022 and thereafter from year to year unless either party, ninety (90) days before the expiration of any yearly period, shall by written notice signify its desire to change or terminate the Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and caused this Agreement to become effective.

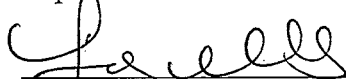
ALLINA HEALTH FARIBAULT CLINIC



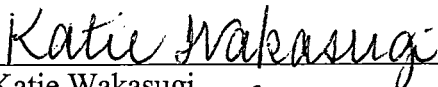
Molly Van Binsbergen
Clinic Manager



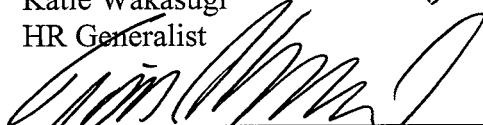
April Breidel
Supervisor Clinical Services



Elizabeth Martig
Supervisor Clinical Services

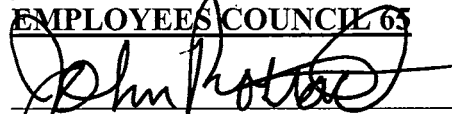


Katie Wakasugi
HR Generalist

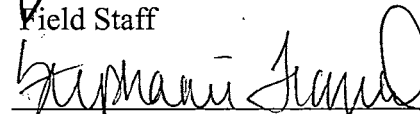


Timothy J. Ewald
Labor Relations Counsel

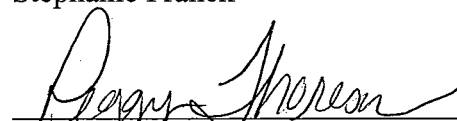
**AMERICAN FEDERATION OF STATE,
COUNTY AND MUNICIPAL
EMPLOYEES COUNCIL 65**



John Rostad
Field Staff



Stephanie Franek



Peggy Thoreson

ATTACHMENT A
WAGE SCALES

Length of Service	Start	1 Year	2 Year	3 Year	4 Year	5 Year	7 Year	10 Year	12 Year	15 Year	20 Year	25 Year
LPN Rates												
2020 - 5.0%	\$18.62	\$19.87	\$20.53	\$21.08	\$21.72	\$22.19	\$22.72	\$23.53	\$23.98	\$24.70	\$26.23	\$27.11
2021 - 3.0%	\$19.17	\$20.46	\$21.14	\$21.72	\$22.38	\$22.85	\$23.40	\$24.24	\$24.70	\$25.44	\$27.02	\$27.92
2022 - 3.0%	\$19.75	\$21.08	\$21.78	\$22.37	\$23.05	\$23.54	\$24.11	\$24.96	\$25.44	\$26.20	\$27.83	\$28.76
Lab Tech II Rates												
2020 - 3.0%	\$19.55	\$20.15	\$21.00	\$21.48	\$22.20	\$22.90	\$23.68	\$24.60	\$25.32	\$26.19	\$26.34	\$27.13
2021 - 3.0%	\$20.14	\$20.75	\$21.63	\$22.12	\$22.86	\$23.58	\$24.39	\$25.33	\$26.08	\$26.98	\$27.13	\$27.94
2022 - 3.0%	\$20.74	\$21.37	\$22.28	\$22.78	\$23.55	\$24.29	\$25.12	\$26.09	\$26.86	\$27.79	\$27.94	\$28.78
CMA & Medical Assistant Rates												
2020 - 3.0%	\$16.73	\$17.94	\$18.59	\$19.13	\$19.78	\$20.22	\$20.74	\$21.55	\$21.98	\$22.68	\$24.18	\$24.95
2021 - 3.0%	\$17.23	\$18.48	\$19.15	\$19.70	\$20.37	\$20.83	\$21.37	\$22.19	\$22.64	\$23.36	\$24.91	\$25.69
2022 - 3.0%	\$17.75	\$19.04	\$19.72	\$20.29	\$20.98	\$21.45	\$22.01	\$22.86	\$23.32	\$24.06	\$25.66	\$26.47
Radiology Rates												
2020 - 3.0%	\$24.61	\$26.21	\$26.96	\$27.45	\$28.38	\$29.31	\$30.26	\$31.21	\$32.15	\$33.08	\$33.89	\$34.89
2021 - 3.0%	\$25.34	\$27.00	\$27.76	\$28.27	\$29.23	\$30.19	\$31.17	\$32.15	\$33.11	\$34.08	\$34.90	\$35.93
2022 - 3.0%	\$26.11	\$27.81	\$28.60	\$29.12	\$30.10	\$31.10	\$32.10	\$33.11	\$34.10	\$35.10	\$35.95	\$37.01

**STEP ONE
GRIEVANCE MEETING**

Union Member: _____

Dated: _____

Supervisor: _____

Dated: _____

Type of Grievance:

Discipline: _____

Contract Interpretation: _____

Other: _____

TENTATIVE AGREEMENT

Allina Hospitals and Clinics

Fern Gershone
Fern Gershone, Labor Relations Consultant

2/22/08
Date

AFSCME

Keith C. Ferrington
Keith C. Ferrington, AFSCME

2/20/08
Date

Allina Health

And

**American Federation of State, County and Municipal Employees
Council 65**

Allina Health (“Allina”) and American Federation of State, County and Municipal Employees Council 65 (“Union”) are parties to collective bargaining agreements covering Cambridge Medical Center, New Ulm Medical Center, and Faribault Clinic. Employer and Union have agreed to the following extended furlough program:

- Allina Health and the Union agree that Allina may place employees on mandatory, extended furloughs in functional areas (e.g., department, unit, clinic, work area, etc.) by shift for periods of 90 calendar days or less.
- Prior to placing employees on mandatory furloughs, Allina will offer employees the opportunity to accept voluntary furloughs of similar duration in order of most seniority to least seniority.
- If, after voluntary furloughs are offered to employees, there is still a need for extended furloughs, employees will be placed on mandatory furlough in order of least seniority to most seniority, subject to the unique, operational need of the employee’s Department. Specifically, employees may be furloughed out of seniority order if a more-senior employee lacks the qualifications or skills to perform necessary functions of the available jobs.
- Allina will provide not less than seven calendar days’ notice of a mandatory, extended furlough to affected employees. The notice will set forth the intended duration of the furlough. Allina will make every effort to start furloughs on Sunday and end furloughs on Saturday, although adjustments may be made to accommodate established weekend schedules.
- Allina reserves the right to reduce or extend the duration of furloughs based on the needs and exigencies of the business, provided that Allina will provide seven calendar days’ notice to the employee of a change to the duration of a furlough. Should it become necessary to recall furloughed employees, Allina will do so in order of most senior to least senior, subject to the needs of the business.
- While on furlough, Employees have the option to use PTO/vacation. Otherwise time away from work will be unpaid. If the employee on furlough uses paid time off, they will accrue PTO based on applicable hours paid. If the employee is unpaid, no accruals will be earned.

- Any contractual notice requirement(s) to an employee or Union, associated with a layoff will run concurrent with the extended furlough, provided that the notice period for a layoff will not be reduced to less than 7 calendar days.
- For benefits purposes, the employees will remain active in Allina's systems and the furlough will not be a qualified event under COBRA. Allina will continue to pay the employer portion of insurance premiums. Employees will be responsible for paying the employee portion of the insurance premiums, but will be allowed to go into arrears during the furlough period without losing coverage.

AGREED TO:

ALLINA HEALTH

By Sam Garcia

Its Labor Relations Counsel

Dated May 11, 2020

**AMERICAN FEDERATION OF STATE, COUNTY
AND MUNICIPAL EMPLOYEES COUNCIL 65**

By Sheila M. Pokorny John Rostad

Its Staff Representative Labor Representative

Dated 05/08/2020 May 8, 2020

By Stephanie Franck

Its Local 105-45 Chapter President

Dated May 8, 2020

By Debbie Tan

Dated 5/8/20