

COLLECTIVE BARGAINING AGREEMENT

between

HEALTHLINE, LLC

(STS Drivers and Dispatch/STS Drivers)

-and-

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL
EMPLOYEES, COUNCIL 65, AFL-CIO, LOCAL UNION 1119**

Dates: December 1, 2017 – November 30, 2020

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PREAMBLE

This Agreement made, entered into and effective the 1st day of December, 2017, by and between HEALTHLINE, LLC. ("Employer") and AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 65, AFL-CIO, LOCAL UNION 1119 ("Union") sets forth the agreement of the parties regarding terms and conditions of employment for the employees in the bargaining unit.

ARTICLE 1 **RECOGNITION**

1.1 The Employer recognizes the Union as the exclusive collective bargaining agent regarding wages, hours, and other terms and conditions of employment for the following employees: All full-time and regular part-time STS Drivers and Dispatch/STS Drivers employed by the Employer at their 1101 E. 37th Street, Ste. 18, Hibbing, Minnesota 55746 facility; excluding all other employees, managers, and guards and supervisors as defined by the Act, as amended.

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

ARTICLE 2 **MANAGEMENT RIGHTS**

2.1 Except as expressly modified or restricted by a specific provision of this Agreement, all statutory and inherent managerial rights and functions are retained and vested exclusively in the Employer, including but not limited to the rights to reprimand, suspend, discharge, or otherwise discipline employees; to determine the number of employees to be employed; to hire employees, determine their qualifications and assign and direct their work; to promote, demote, transfer, lay off and recall employees to work; to set the standards of productivity, and/or the services to be rendered; to determine the amount and forms of compensation for employees; to maintain the efficiency of operations; to determine the personnel, methods, means and facilities by which operations are conducted; to establish work schedules, set the starting and quitting times, and establish the number of hours and shifts to be worked; to establish reasonable work rules and regulations not inconsistent with this agreement; to authorize overtime; to close down, or relocate the Employer's operations or any part thereof; to expand, reduce, alter, combine, transfer, or cease any job, operation or service; to control and regulate the use

of machinery, facilities, equipment, and other property of the Employer; to introduce new or improved services, methods, materials, machinery and equipment; to issue, amend, and revise policies, rules, and regulations; and to take whatever action is either necessary or advisable to determine, manage and fulfill the mission of the Employer.

2.2 The Employer's failure to exercise any right or function does not preclude the Employer from starting to exercise any right or function at any time during the term of this Agreement. The exercise by the Employer of any right or function in a particular way does not preclude the Employer from changing the manner in which it exercises any right or function at any time during the term of this Agreement.

ARTICLE 3

UNION MEMBERSHIP, BULLETIN BOARD,

STEWARDS

3.1 **Union Security:** All employees subject to the terms of this Agreement shall, as a condition of continued employment, become and remain members in the Union, and all such employees subsequently hired shall become members of the Union on the thirtieth (30th) calendar day of service, within the requirements of the National Labor Relations Act. Union membership is required only to the extent that employees must pay the Union's initiation fees and periodic dues. In lieu thereof, employees must pay non-member service fees which in the case of a regular service fee payer shall be equal to the Union's initiation fees and periodic dues and in the case of an objecting service fee payer shall be the proportion of the initiation fees and dues corresponding to the proportion of the Union's total expenditures that support representational activities. Non-member service fees as established and assessed by the Union shall not exceed 100% of the assessed Union dues.

Commencing after the thirtieth (30th) day of the employee's first date of service, the Employer shall deduct Union membership dues or service fees from the earnings of an employee who has executed the appropriate dues authorization card or service fee authorization as provided by the Union. The Employer shall, upon enrollment by an employee, deduct the dues or service fees in two (2) equal deductions, one (1) in each of two (2) separate pay periods per month.

It shall be understood that only upon the Employer receiving a signed authorization payroll deduction card or written authorization signed by the individual employee shall the Employer deduct the equivalent of Union dues or the service fees, whichever is specified by the employee. Such deductions shall be in the amount certified as correct by the Union and shall be made or may be discontinued only in accordance

with the terms of said authorization. Withheld amounts shall be forwarded to the AFSCME Council 65 office each calendar month, together with a record of the amount and names for whom deductions have been made. An employee on the check-off list having insufficient earnings for a deduction shall make arrangements with the Union.

The parties recognize that an employee may choose to not sign or may properly revoke a check-off authorization. In the event an employee does not have a valid check-off authorization in effect, it is the employee's responsibility to remit Union dues, or service fees, if the employee chooses to not become or remain a Union member, directly to AFSCME Council 65.

The Employer agrees to provide the Union with the name, address, hourly wage rate, and whether they are full-time or regular part-time, casual or on-call employees working twenty hours per week or less, to assess required dues or fees, and notify the required employees of same. The Employer shall provide such information to the Union on a monthly basis.

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

3.2 **Non-Discrimination**: Neither the Employer nor the Union shall discriminate because of membership or non-membership in the Union.

3.3 **Bulletin Board**: A designated bulletin board shall be made available to the Union for the posting of Union business notices. All notices posted on the bulletin board shall be initialed either by the Business Representative or a steward. No material shall be posted on the bulletin board which is derogatory to individuals either expressly or by implication. The Employer reserves the right to remove any material that is inconsistent with this paragraph and shall promptly advise the Business Representative or steward if the Employer has removed material. If the Union desires a locked bulletin board, the Union shall furnish the locked bulletin board and shall furnish a key to the Manager of Healthline Medical Supply.

3.4 **Stewards, Officers**: The Employer agrees to recognize bargaining unit employees who have been elected or selected by the Union as officers or stewards. The Union agrees to notify the Employer in writing addressed to the Manager, Home Medical Equipment, and Human Resources of all designated officers and stewards and replacements.

3.5 **Union Activity**: There shall be no Union business, Union meetings or employee gatherings on work time of the Employer except with advance written

permission of the Employer, Manager, or designee. No Union officer or steward may leave his/her work station or cease his/her job duties during working time to engage in Union business, except as approved by the Employer.

3.6 **Access to Premises:** The Business Representative of the Union, upon request to the Manager, shall be allowed to enter upon the Employer's premises for the purpose of: (1) meeting with the Manager; (2) attending grievance meetings; or (3) meeting with bargaining unit employees on an individual basis during non-work periods in non-work areas at a meeting place designated by the Manager. During such visits the Business Representative shall not interfere with the service or operations of the Employer or with on-duty employees.

ARTICLE 4

EMPLOYEE STATUS DEFINITIONS

4.1 **Probationary Period:** All employees shall be considered to be on probation for the first six (6) months of continuous employment. During the probationary period, the Employer may discharge the employee at will. Such discharge shall not be subject to the grievance and arbitration procedure of this Agreement and shall not be considered a breach of this Agreement. Probationary employees shall not utilize fringe benefits including, but not limited to, paid time off. Upon successful completion of the probationary period, the employee's seniority and benefit accruals shall be backdated to the date of hire, and the employee shall be eligible to utilize and receive fringe benefits for which the employee may qualify.

Upon mutual agreement of the Employer and the Union, the probationary period may be extended for up to an additional ninety (90) days of paid service, provided the extension is requested and granted before the initial probationary period ends.

4.2 **Full-Time:** The term full-time refers to an employee who is routinely scheduled for a minimum of 72 hours per pay period and who agrees to share, where applicable, with other staff weekends, days, evenings, night duty and holidays.

4.3 **Regular Part-Time:** The term regular part-time refers to an employee who is routinely scheduled for 40-71 hours per pay period and who agrees to share, where applicable, with other staff weekends, days, evenings, night duty and holidays.

4.4 **Casual:** Casual applies to an employee who is routinely scheduled for less than 40 hours per pay period, and who agrees to share, where applicable, with other staff weekends, days, evenings, night duty and holidays.

4.5 **On-Call:** The term on-call (OC) applies to any employee who has no regularly scheduled hours, except as provided in this paragraph, but is called to work on an as-needed basis. An on-call employee must be willing to work at least two (2) shifts per month if called and may be scheduled for two (2) shifts per month.

4.6 **Change of Status:** Employees who change status through bidding or bumping from full-time to part-time or from part-time to full-time shall become eligible for benefits in accordance with the employee's new status and the employee shall not lose accrued benefits earned under the employee's former status.

4.7 **Credit for Experience:** For purposes of establishing a wage for a newly hired employee with the Employer, the Employer may give up to 100% credit for relevant experience occurring within the immediately preceding ten (10) years with the following conditions:

- a. To be considered relevant, such experience must be current, i.e., within one year from date of hire, and shall have been obtained consistently over the review period.
- b. To be eligible for credit the employee shall advise the Employer in writing of the experience upon hire. Listing of the experience on the job application may be considered adequate notice. However, the Employer shall require verification of experience from previous employers and shall specify what information is needed.
- c. The credit shall be implemented upon completion of probation and shall be retroactive to the time of hire.

ARTICLE 5

SCHEDULING AND HOURS OF WORK

5.1 Scheduling:

A. The Employer's authority to determine the hours of work and to set work schedules is limited only to the extent stipulated to in this Agreement. The Employer shall designate the work schedule for each employee. Employees may not start work before the beginning of, nor leave work before the end of, the employee's scheduled shift unless approved by the Employer.

B. Nothing in this Agreement shall be construed as a guarantee that an

employee shall be entitled to any minimum number of hours of work when there is not sufficient hours available to conform to the rules in this Article or due to lack of work.

5.2 **Paydays, Pay Periods, Time Keeping:** The payroll period begins on a Monday and consists of two (2) weeks ending on the second Sunday (bi-weekly pay period with 26 pay periods per year).

The Employer shall determine the method of recording time worked. Each employee shall record his/her time worked according to the procedure established by the Employer.

5.3 **Overtime:** The normal workweek of the employee shall consist of forty (40) hours of work Monday through Sunday. Employees who work overtime shall be paid time and one-half (1-1/2) of their regular salary for such overtime hours worked. Only worked hours will be included when calculating overtime. For example, if your hours paid for a week are 35 regular and 8 PTO, your check will reflect 43 hours paid at straight time.

ARTICLE 6

PAID TIME OFF (PTO)

6.1 **Accrual:** Full-time and regular part-time employees shall earn PTO credits at an annual base of 2,080 compensable hours, capped at a maximum base of 80 hours per pay period, in accordance with the following schedule:

Hours of Continuous Employment	Accrual Rate Per Hour	Maximum PTO Accrual Per Year	Maximum Balance at Hire Date Anniversary
0 hrs through 2,080 hrs	.050	104 Hours	104 Hours
2,081 hrs through 8,320 hrs	.0692	144 Hours	144 Hours
8,321 hrs through 20,800	.0884	184 Hours	184 Hours
20,801 hrs and thereafter	.1076	224 Hours	224 Hours

1. PTO shall be scheduled based on workloads. The preference of a senior employee shall prevail when possible.
2. PTO requests shall be approved by the Supervisor or designee before the employee shall be allowed PTO.
3. Employees may carry over accrued PTO hours after their benefit anniversary (hire) date according to the above schedule. PTO hours in

excess of available carry over amounts will be forfeited on an employee's anniversary (hire) date.

Sick Call

- A. Employees who are ill and unable to work must notify the Supervisor or designee sufficiently in advance of the absence from work in order that a replacement can be sent or other arrangements made. If available, employees must use PTO to cover lost time up to the minimum hour requirements.

- B. The Employer may request reasonable evidence of such illness if it believes that sick time is being over-used or abused by the employee (i.e. doctor's excuse). Should the employee have to see the doctor to obtain an "excuse", any expense incurred is the responsibility of the employee.

6.2 **Holidays:** If a day which is designated a holiday for the employee under Section 7.1 of this Agreement falls in an employee's approved paid leave period, the day shall be taken as a holiday and will not be charged against the employee's accumulated paid leave.

ARTICLE 7

HOLIDAYS, PERSONAL DAYS

7.1 **Holidays:** For regular full-time employees, the following days shall be considered paid holidays:

New Year's Day	Labor Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day	

For regular part-time employees, the following four days shall be considered paid holidays:

Memorial Day	Labor Day
New Year's Day	Thanksgiving Day

7.2 **Holiday Eligibility:** To be eligible for holiday benefits, employees must work or be on scheduled PTO in the payroll period in which the holiday occurs and work as scheduled or assigned on their last workday prior to and on their first scheduled

workday following the holiday. Employees will not be entitled to holidays that occur during an unpaid leave of absence.

7.3 **Day Celebrated:** Holiday pay will commence with the 11:00 p.m. shift the eve of the holiday to 11:00 p.m. the day of the holiday.

7.4 **Holidays Worked:** Employees who are scheduled to work on one of the holidays listed above shall be compensated at one and one-half (1-1/2) his or her regular rate of pay for actual hours worked on that day. Full-time and regular part-time employees who work more than four hours on a "paid" holiday will also receive an additional day off (8 hours), with pay, in lieu of the holiday worked. (Scheduled within 30 days of said holiday.)

7.5 **Holidays voluntarily worked:** For employees who work voluntarily on a holiday, only straight time will be paid.

ARTICLE 8

GROUP INSURANCE

8.1 **Health Care Coverage:** Medical insurance benefits are available for full-time and regular part-time employees. For single coverage the Employer will pay 85% of the premium and employees pay 15%. For Single + 1 and Family coverage the Employer will pay 75% of the premium and employees pay 25%. Deductions are made over two pay periods each month on a pre-tax basis. Enrollment is the first of the month following 60 days of employment.

8.2 **Dental Insurance:** All full-time and regular part-time employees shall pay \$5 per month for single dental coverage. Family dental coverage is available with an employee contribution payable with pre-tax dollars through payroll deduction. Enrollment is the first of the month following 90 days of employment.

8.3 **Life Insurance:** All full-time employees are eligible for life insurance after the standard three (3) month waiting period has been completed. The Employer will pay 100% of the cost for \$25,000 of coverage. Supplemental life insurance is also available at employee cost.

8.4 **Long Term, Short Term Disability Insurance:** Full-time employees will be eligible for short-term and long-term disability. This insurance is available after the standard three (3) month waiting period has been completed. The cost of the insurance is shared 50/50 between the Employer and employee. Costs are dependent on earnings and age of employee. Deductions are taken out of the second pay period of the

month.

8.5 **Employer's Obligation:** The Employer's obligation under this Article 8 is limited to the payment of the amount of the premium specified. The Employer has no liability for the failure or refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. Under no circumstances shall the Employer be responsible for paying any benefits under this Article 8. No dispute arising under or relating to this Article 8 shall be subject to the grievance and arbitration procedures of this Agreement, except an allegation that the Employer has failed to pay the premium required by this Article 8.

8.6 **Carrier:** The Employer reserves the right to change insurance carriers.

8.7 **Premium Deductions:** The Employer will make available to employees the ability to have the employee's portion of health insurance premiums and dental insurance premiums deducted before taxes.

8.8 Employer will be offering a discount off of the regular health insurance premium rates for all types of coverage of 15% of the regular single coverage rate to non-smokers. Year One is voluntary reporting. In Year Two and every consecutive year thereafter, the employee will only be eligible for this discount when the status is verified by testing. Additionally, the Employer may offer a discount of 15% for employees who voluntarily participate in biometric screening annually. The sum of the two discounts will not exceed 30% of the regular single coverage rate.

ARTICLE 9 **SENIORITY**

9.1 **Definition:** Seniority shall be defined as the employee's total number of compensated hours, excluding stand-by hours, since the employee's most recent date of hire in the bargaining unit. Seniority is applicable only as expressly provided in this Agreement.

An updated seniority list shall be posted semi-annually during the months of January and June. Employees shall have fifteen (15) days after the posting of the seniority list to notify the Employer in writing of any disagreement regarding seniority. Failure of an employee to notify the Employer of a disagreement regarding seniority within the fifteen (15) day period shall be considered a waiver of any objection and the seniority list shall be final.

For purposes of order of layoff and job posting preference, seniority shall be updated to the end of the last full pay period prior to the date of notice of layoff or date of notice of vacancy.

9.2 **Loss of Seniority**: Seniority shall be broken and all employment rights terminated when any of the following conditions occur:

- (a) The employee voluntarily terminates employment;
- (b) The employee is discharged for just cause;
- (c) The employee fails to report for work following a layoff in accordance with the procedure in Section 11.3;
- (d) The employee fails to apply for re-employment within statutory limitations after honorable discharge for military service or after return from active deployment;
- (e) The employee is laid off for twelve (12) consecutive months. The Employer shall include this timeline notification with the layoff notice issued to the employee; or
- (f) The employee fails or refuses to return from a leave of absence at its stated date of expiration, unless the Employer has approved an extension of the leave prior to its expiration.

ARTICLE 10 **VACANCIES**

10.1 **Posting**: If a vacancy arises or a new position is created within the bargaining unit the Employer shall post notice of the position for a period of five (5) consecutive days announcing the vacancy.

10.2 **Selection**: In filling the position the Employer shall apply the following factors:

1. Meeting the minimum qualifications.
2. Ability to perform the essential functions of the position.
3. The documented performance record.
4. Seniority.

ARTICLE 11

LAYOFF

11.1 **Order of Layoff:** In the event the Employer determines the need to reduce its work force, it will lay off employees in the affected classification in the reverse order of seniority, except as otherwise provided in this Article. Employees shall receive no less than seven (7) days' notice of layoff where reasonably possible.

11.2 **Bumping:** An employee who has received notice of layoff or notice of reduction in hours may bump another employee with less seniority provided the employee is qualified to do the work and provided that the employee notifies the Employer of the decision to bump within forty eight (48) hours of receipt of layoff notification.

11.3 **Recall:** Employees will be recalled in the reverse order of layoff in the classification. Failure of any employee to report for recall as directed by the Employer will constitute voluntary resignation. Notice of recall shall be given in writing either personally delivered or sent by first class mail and certified mail to the last address which the employee has on file with the Employer. Employees who are recalled shall report to work in accordance with the Employer's notice.

11.4 **Paid Leave Payoff:** A laid off employee shall have the right at the time of layoff to receive all earned, unpaid compensation and accumulated, unused PTO upon written request to the Employer.

ARTICLE 12

RETIREMENT

12.1 A company Retirement Plan is available for employee deferrals immediately upon employment. After one (1) year of employment has been reached with at least one thousand (1000) hours of service and employee is twenty-one (21) years of age, the Employer contributes 3% of pay. Employer monies are vested over a six (6) year graded schedule.

ARTICLE 13

LEAVES OF ABSENCE

13.1 **Family and Medical Leave Act:** Employees are eligible for Family and Medical Leave Act (FMLA) leave in accordance with the Employer's FMLA policy which shall comply with applicable law. FMLA leave is generally unpaid. However, the employee may substitute applicable paid leave, and the Employer may require the employee to substitute applicable paid leave for a portion or all of the FMLA leave.

13.2 **Bereavement Leave:** Full-time and regular part-time employees may be eligible for paid bereavement days when a death occurs in an employee's immediate family. Immediate family includes legal spouse, parent, parent-in-law, child, sibling, grandparent or grandchild (including current stepparent, or stepchild, stepbrother or stepsister when they have lived with the employee in an immediate family relationship). Upon request an employee will be excused from and paid for up to a maximum of three (3) scheduled shifts or days (or for such fewer shifts or days as the employee may be absent) within 30 days after the death of the immediate family member. An employee will not receive bereavement pay when it duplicates regular pay. Bereavement paid hours will not be counted as hours worked for purposes of determining overtime pay.

13.3 **Parental Leave:** Subject to the provisions of this Section, up to twelve (12) weeks of unpaid parental leave shall be granted to a father or a mother in conjunction with the birth or adoption of a child. In order to be eligible for parental leave, the employee must have averaged at least twenty (20) hours of work per week over the preceding twelve (12) months, must commence the parental leave no more than six (6) weeks after the birth or adoptive placement of the child, and must request the parental leave in writing to the Employer at least four (4) weeks in advance of the proposed commencement of the leave except where the need for the leave is not reasonably foreseeable four weeks in advance, in which case the employee must request the leave as soon as the need for the leave is reasonably foreseeable. Upon expiration of the parental leave and return to work, the employee shall be assigned to the employee's former position or a position of comparable duties, hours and pay, unless the employee's position has been eliminated.

If during parental leave the Employer experiences a layoff and the employee would have lost his/her position pursuant to the layoff and recall provisions of this Agreement, had the employee not been on parental leave, then the employee is not entitled to reinstatement in the employee's former position and, in such circumstance, the employee shall retain all rights under the layoff and recall provisions of this Agreement as if the employee had not been on parental leave.

13.4 **Military Leave:** An employee who is a member of the military shall be granted military leave without pay as required by law. Reinstatement rights shall be as required by law.

13.5 **Jury Duty:** An employee called for jury duty shall be paid the difference between the daily jury pay received and his/her regular straight time day shift wages for those days on which he/she normally would be scheduled for work up to 10 days.

13.6 **Union Leave:** A leave of absence shall be granted to one employee for the purpose of attending Union meetings as a delegate or for Union training. If additional employees request Union leave for the same period, such request will be subject to the approval of the Employer and will not be granted if it will render the Employer unable to operate efficiently. Employees will provide the Employer with as much notice as possible.

13.7 **Personal Leave:** A personal leave of absence for extended medical leave purposes may be granted for a period of up to nine (9) months after the expiration of other available approved leaves, subject to the demonstrated medical necessity. An employee may request an extension up to an additional nine (9) months subject to Employer approval. A personal leave of absence shall be unpaid and benefit eligibility will end. As a condition of granting a personal leave of absence, the Employer may provide that the employee shall be returned to the employee's position if available or, if the employee's position is not available at the expiration of the leave, the employee shall be entitled to be restored to the first available posted vacancy in the classification under the provisions of Article 10 Vacancies.

13.8 **Approval, Accruals:** All leaves of absence must be approved by the Employer. During any unpaid leave of absence the employee shall not accrue fringe benefits.

ARTICLE 14

DRUG AND ALCOHOL POLICY, TESTING

14.1 **Drug and Alcohol Policy:** No employee shall use, sell, solicit, possess or transfer drugs or alcohol while working or while on any Employer premises (including parking lots) or Employer work sites, wherever located. No employee shall report to or be at work under the influence of drugs or alcohol, wherever such work is being performed, including off Employer property. No employee shall operate any Employer vehicle, machinery, equipment, or property at any time, or any private vehicle while used in furtherance of the Employer's business, while using or under the influence of drugs or alcohol. It shall not be considered a violation of this policy for an employee to:

- use or be in possession of prescription drugs as prescribed for the employee;

- be in possession of or transfer drugs as part of the employee's job duties;
- be in possession of a sealed (with original seal) container of alcohol in the employee's vehicle;
- use or be in possession of alcohol at an Employer function where alcohol is served by the Employer.

14.2 **Testing:** The Employer may conduct drug and alcohol testing of employees according to the provisions of the Minnesota Drug and Alcohol Testing in the Workplace Act and in accordance with the following:

- testing can occur based on reasonable suspicion, including post-accident testing, and during rehabilitation;
- a refusal by an employee to undergo testing shall be considered a positive test result and may result in discipline;
- a second incident of a positive test result, second refusal or a failure to follow the recommendations of the Employer-approved Substance Abuse Professional (SAP) shall result in discharge;
- an employee who has been suspended without pay shall be reinstated with back pay if the outcome of a confirmatory test or confirmatory retest is negative;
- an employee may utilize paid leave time to cover time off from work for purposes of rehabilitation following the first instance of a positive test.

14.3 **Confirmatory Retest:** In accordance with the Minnesota Drug and Alcohol Testing in the Workplace Act, an employee may request a confirmatory retest at a certified lab of their choice and will be responsible for the cost of such test.

ARTICLE 15

DISCIPLINE, RESIGNATION

15.1 **Discipline, Discharge:** The Employer shall not discipline or discharge without just cause any employee who has completed the required probationary period. The Employer will apply principles of progressive discipline but the parties recognize that in each case the appropriate degree of discipline depends on the severity of the offense and other pertinent considerations.

15.2 **Investigatory Interview**: An employee shall be entitled to request the presence of a Union representative (business representative or steward) at a meeting with the Employer at which the employee is to be questioned about a matter that the employee believes may lead to discipline of the employee.

15.3 **Discipline Procedure**: Except in cases involving gross misconduct*, the Employer will observe the following measures of progressive discipline.

1. First written warning
2. Second Written warning
3. Termination

Any and all of the above steps may be waived depending upon the severity of the disciplinary problem and, in some situations, the employee may be immediately suspended for an indefinite period pending investigation of the matter. Documentation of all disciplinary procedures will be included in the personnel file. Disciplinary notices involving investigatory suspension or discharge shall be copied to the Union Staff Representative.

Any employee who is terminated from the Employer for disciplinary action will not be eligible for terminal payout benefits (i.e. PTO).

* Gross misconduct shall include, but is not limited to, theft, falsification of records, on premises possession or use of alcohol or illegal drugs, reporting to work under the influence of alcohol or illegal drugs, abuse of patients, sexual harassment, insubordination, breach of confidentiality and intentional destruction of property.

15.4 **Absenteeism/Tardy/Call-In/No-Show**: For purposes of this Agreement:

- An "Absence Occurrence" means the unscheduled failure to work a scheduled shift. Absences mandated or permitted by law (such as the FMLA) are not considered Absence Occurrences.
- A "Tardy Occurrence" means clocking in for a scheduled shift later than the scheduled start time, or failing to clock in and commencing work later than the scheduled start time for the shift.
- A "Call-In Occurrence" means calling in less than two hours prior to the start of a scheduled shift to give notice that the employee will not be reporting to work as scheduled.
- A "No-Show Occurrence" means failing to call in and then not showing up to work that scheduled shift.

This is a "no fault" Policy. Unless specified otherwise above, the reason for the Occurrence is irrelevant.

Each Absence Occurrence will be assessed one point.

Each Tardy Occurrence will be assessed one point.

Each Call-In Occurrence will be assessed two points.

Each No-Show Occurrence will be assessed three points. However, if within twenty-four hours of the No-Show Occurrence the employee can document a legitimate excuse for not calling-in, only one point will be assessed.

Any kind of Occurrence more than one year old will no longer be counted. Otherwise, the accumulation of points will lead to discipline as follows, notwithstanding the progressive discipline steps in Section 15.3:

- Six points: first written warning
- Nine points: second written warning
- Twelve points: one day suspension
- Fifteen points: discharge

Discipline under this Article shall be on its own track and not co-mingled with other kinds of infractions for purposes of progressive discipline.

Upon ratification of the Collective Bargaining Agreement negotiated in 2018, all employees will be assigned zero points.

15.5 Resignation: The employee shall give the Employer at least four (4) weeks' notice (20 business days) of intention to resign. An employee who gives the required four (4) week notice of resignation shall be eligible to receive payment for any accumulated, unused paid leave hours. The employee shall also be eligible for rehire subject to performance considerations.

Should an employee give less than four (4) weeks' notice of resignation, the employee will not be eligible for payment of any unused paid leave hours and will normally not be eligible for rehire.

The Employer retains discretion to waive the notice requirements of this Section where waiver is deemed to be in the best interests of the Employer.

15.6 Personnel Files: An employee shall be entitled to review evaluation reports, disciplinary records, and attendance records contained in the employee's personnel file during reasonable times and in the presence of a representative of the Employer, upon reasonable advance notice to the Employer. The Employer may withhold

from review items which are legally confidential, including, for example, references. An employee shall be provided with a copy of evaluation reports, disciplinary records and attendance records contained in the employee's personnel file upon request, at no charge. It is expected that employees will not request to review their personnel file more frequently than once every six (6) months except in the event of legitimate, extenuating circumstances requiring a review in less than six months, such as, for example, for the processing of a grievance.

ARTICLE 16

GRIEVANCE PROCEDURE

16.1 **Policy:** The Employer and the Union desire that employees have a means by which grievances shall receive timely, fair and continued consideration. To facilitate confidence in this procedure, employees shall not be subject to reprisal for using the grievance procedure.

16.2 **Parties:** It is recognized that the Union has the right to file a grievance on behalf of any individual employee or group of employees. Employees, upon request to the Union, are entitled to Union representation at all steps of the grievance process

16.3 **Definition:** A grievance is defined as a dispute or disagreement as to the interpretation or application of the terms or provisions of this Agreement.

16.4 **Procedure:** A grievance, as defined in this Article, shall be resolved in conformance with the following procedure:

- Step 1. An earnest effort shall be made to settle the grievance between the employee affected and the Manager.

- Step 2. In the event no settlement is reached in Step 1, the grievance shall be reduced to writing and submitted to Human Resources within fourteen (14) calendar days after the Grievant's first knowledge of the actual occurrence of the events giving rise to the grievance. Human Resources and the Manager shall meet with the Union staff representative and/or steward and the Grievant within thirty (30) calendar days of receipt of the written grievance to attempt to resolve the grievance. The Employer shall submit an answer in writing to the Union within fourteen (14) days after the meeting.

- Step 3. The Employer and the Union may mutually agree to submit a grievance to voluntary grievance mediation prior to submitting the

grievance to Step 4. An agreement to mediate shall extend the timelines for submitting the grievance to Step 4 up to fourteen (14) days after the grievance mediation is concluded. The agreement to mediate must occur within the time limit for submitting the grievance to Step 4 and the time limits for submitting the grievance to Step 4 shall not be extended in the absence of an agreement to mediate.

Step 4. Should the grievance not be resolved in Step 2 or in grievance mediation, either the Employer or the Union may refer the matter to arbitration. Demand for arbitration shall be in writing and shall be received by the other party within fourteen (14) calendar days following mailing of the Step 2 written reply. However, in the event the parties opt to enter into grievance mediation, a demand for arbitration shall be received by the other party within fourteen (14) days after the grievance mediation meeting.

16.5 **Arbitration:** If the parties are unable to agree upon the appointment of an arbitrator, either party may then request the Federal Mediation and Conciliation Service or the Minnesota Bureau of Mediation Services, to furnish a list of seven (7) prospective arbitrators. From this list, each party shall in turn strike one name until only one name remains, and the last remaining individual shall be designated as the arbitrator. The party striking first shall be determined by flip of the coin. A hearing on the grievance shall be held promptly by the arbitrator and a decision shall be rendered within thirty (30) days after the close of the hearing. All expenses and costs of the arbitrator shall be shared and assessed equally to the parties. Each party shall be responsible for compensating its own representatives and witnesses.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be based on the arbitrator's interpretation or application of the terms of this Agreement to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties.

16.6 **Waiver:** If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next Step within the specified time limit, or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance and appeal thereof within the specified time limits, the Union may elect to treat

the grievance as denied at that Step and immediately appeal the grievance to the next Step. The time limitations provided herein may be extended by the mutual written agreement of the Employer and the Union.

ARTICLE 17

GENERAL PROVISIONS

17.1 **Complete Agreement:** This Agreement shall represent the complete Agreement between the Union and the Employer.

17.2 **Waiver of Bargaining:** The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with respect to any subject matter not removed by law from the area of collective bargaining, and that the complete understandings and agreements arrived at by the parties after the exercise of said right and opportunity to negotiate are set forth in this Agreement. Therefore, the Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives the right and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement, unless they mutually agree to so bargain.

17.3 **Severance:** If any provision of this Agreement is found by a court of competent jurisdiction and after the conclusion of all available appeals to be in conflict with any state or federal law, only that provision(s) shall be considered inapplicable, and the remaining provisions of this Agreement shall remain in full force and effect. The Employer and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provision(s) found to be invalid. This places no time limitation on the parties during which they may negotiate.

17.4 **Examinations:** If the Employer requires employees to submit for a physical examination, medical tests or screening relating to potential patient or employee safety or exposure (not an exam to document the reasons for an absence from work or fitness for duty to return to work), the Employer shall pay for any and all costs not covered by hospitalization and medical insurance.

17.5 **Employee Assistance Program (EAP):** The services of RRHS Employee Assistance Program is available to all employees. Benefits are short-term confidential counseling and referral services provided by EAP counselors for any type of concern or

problem, such as, in the areas of relationships, emotional, legal, vocational, health, drug/alcohol use, job concerns, etc. There is no cost to the employee for this service.

ARTICLE 18

NO STRIKE, NO LOCK-OUT

The Employer agrees not to engage in any lock-out of employees and the Union agrees that it will not engage in any strike during the life of this Agreement, regardless of whether the dispute is covered by the grievance and arbitration procedure of Article 16 of this Agreement. A “lockout” does not include a shutdown for lack of work or other business reason unrelated to a labor dispute.

Participation in any strike, slow down, sit-down or stoppage of work brought about either by action of the Union in violation of this Agreement or by action of an individual employee or individual groups of employees shall be just cause for dismissal or discipline by the Employer of any and all employees participating therein. Upon request from the Employer, the Union will advise employees in writing to cease activities which are in violation of this Article.

ARTICLE 19

WAGES

The pay ranges and wage adjustments for the term of this Agreement are set forth in Appendix A.

ARTICLE 20

TERM OF AGREEMENT

This Agreement shall take effect on the 1st day of December, 2017 and continue to the 30th day of November, 2020, and thereafter from year to year unless written notice of desire to change, modify or terminate the Agreement is given by either party to the other party ninety (90) days prior to the next date of expiration.

IN WITNESS WHEREOF, the parties have executed this Agreement as follows:

Accepted on behalf of
HEALTHLINE, LLC.

Accepted on behalf of AMERICAN
FEDERATION OF STATE, COUNTY
& MUNICIPAL EMPLOYEES,
COUNCIL 65 AFL-CIO, LOCAL

UNION #1119

By: Manette Kipyszyn
Fairview Range

By: [Signature] STAFF Rep

By: 4/26/2018

By: 4/26/2018

APPENDIX A						
	0	2080	10400	16640	20800	41600
Effective 12/1/17 - 11/30/18						
STS Driver	10.69	11.58	12.26	13.08	13.81	14.61
Lead Dispatcher	11.29	12.52	13.26	14.15	14.94	15.80
Effective 12/1/18 - 11/30/19						
STS Driver	10.90	11.81	12.51	13.34	14.09	14.90
Lead Dispatcher	11.52	12.77	13.53	14.43	15.24	16.12
Effective 12/1/19 - 11/30/20						
STS Driver	11.12	12.05	12.76	13.61	14.37	15.20
Lead Dispatcher	11.75	13.03	13.80	14.72	15.54	16.44
Clothing allowance - increase to \$150 annually. In addition, three short sleeve and two long sleeve shirts will be provided. Fairview Range jackets and ball cap/knit caps will continue to be provided.						
Uniform bottoms - black pants						
On call stipend - increase from \$10/\$18 to \$15/\$24 effective 12/1/17						

