

# **COLLECTIVE BARGAINING AGREEMENT**

between

**RANGE REGIONAL HEALTH SERVICES  
A MINNESOTA NON-PROFIT CORPORATION**

And

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

EFFECTIVE: March 1, 2019

EXPIRES: February 28, 2022

*INDEX*

PREAMBLE		3
ARTICLE 1	RECOGNITION AND MEMBERSHIP	3
ARTICLE 2	MANAGEMENT RIGHTS	4
ARTICLE 3	LABOR-MANAGEMENT RELATIONS COMMITTEE	5
ARTICLE 4	DEFINITIONS	5
ARTICLE 5	EMPLOYEE STATUS DEFINITIONS	7
ARTICLE 6	HOURS	9
ARTICLE 7	PAID TIME OFF (PTO)	12
ARTICLE 8	MEDICAL LEAVE BANK (MLB)	13
ARTICLE 9	HOLIDAYS	15
ARTICLE 10	INSURANCES	16
ARTICLE 11	RETIRED EMPLOYEES	17
ARTICLE 12	LEAVES OF ABSENCE	18
ARTICLE 13	SENIORITY	20
ARTICLE 14	JOB PROTECTION/LAY-OFF	21
ARTICLE 15	TEMPORARY STAFFING ADJUSTMENTS; EXCUSED DAYS	22
ARTICLE 16	TRANSFERS AND CLOSED JOB CLASSIFICATIONS	23
ARTICLE 17	DISCIPLINE AND DISCHARGE	24
ARTICLE 18	GRIEVANCE AND ARBITRATION PROCEDURE	26
ARTICLE 19	RESIGNATION	27
ARTICLE 20	GENERAL	27
ARTICLE 21	DRUG AND ALCOHOL TESTING POLICY	29
ARTICLE 22	SUCCESSOR CLAUSE	29
ARTICLE 23	SEVERABILITY	30
ARTICLE 24	TUITION REIMBURSEMENT	30
ARTICLE 25	CREDIT FOR EXPERIENCE	31
ARTICLE 26	WAGES	31
ARTICLE 27	NO STRIKE / NO LOCKOUT	32
ARTICLE 28	TERM OF AGREEMENT	33
LETTER OF UNDERSTANDING Re: Special Four Hour Work Day — Admitting		34
LETTER OF UNDERSTANDING Re: Tuition Reimbursement for Materials Management Certification		35
ADDENDUM	Wage Scale	

## PREAMBLE

This Agreement is made and entered by and between the RANGE REGIONAL HEALTH SERVICES, a Minnesota non-profit corporation, HIBBING, MINNESOTA, hereinafter referred to as the "EMPLOYER" or "MEDICAL CENTER", and LOCAL UNION NO. 1119, AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, AFL-CIO, hereinafter referred to as the "UNION".

As partners in providing health care to our region, AFSCME Local 1119 and Fairview Range Medical Center are committed to providing excellent customer service. We support the values, vision and mission statement as described in the document "Customer Service Standards".

## ARTICLE 1 RECOGNITION AND MEMBERSHIP

- 1.1 Recognition: The Employer recognizes the Union as the exclusive bargaining representative with respect to wages, hours of work, and other conditions of employment for the employees working in the bargaining unit, as follows:

Full-time, part-time, casual and on-call non-professional employees, excluding all confidential office employees, accredited technicians, supervisors, and all professional employees.

- 1.2 Union Security:

- A. Requirements: Except as noted below, 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 after thirty (30) calendar days, within the requirements of the National Labor Relations Act. Union membership is required only to the extent that employees must pay either (i) the Union's initiation fees and periodic dues or (ii) 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.
- B. Check-Off: The Employer shall deduct Union membership dues or service fees or other union approved deductions from the earnings of an employee who has executed the authorization card which has been agreed upon by the Employer and the Union. The Employer shall, upon enrollment by an employee, deduct the dues or service fees in twelve (12) monthly installments and remit to the Union.

Provided, however, a casual or on-call employee shall not have any dues deduction for any month in which such an employee works eight (8) or fewer hours. For this purpose, hours for casual and on-call employees shall be reviewed on a quarterly basis.

Such deductions shall be in the amount certified as correct by the Union and shall be made and terminated in accordance with the terms of said authorization card. Withheld amounts shall be forwarded to the designated Union office for each calendar month, together with a record of the amount and names for whom deductions have been made. The Employer shall furnish the Union representatives of the Labor-Management Relations Committee with one (1) list of the employees for whom such deductions are 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.

An employee on the check off list having insufficient earnings for a deduction shall make arrangements with the Union.

It shall be understood that only upon the Employer receiving a signed authorized payroll deduction card or written authorization signed by the individual employee, the Employer shall deduct the equivalent of Union dues or the service fees (whichever is specified by the employee) on a monthly basis per the Council 65 AFSCME assessment schedule from the employee's wage, and submit same to Minnesota Council 65 AFSCME together with the listing of names of the employees from whose pay deductions were made, hours of work, and salary rate.

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

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

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

The Employer agrees to provide the Union with the name, address, hourly wage rate, and whether they are full-time or part-time employees working twenty hours per week or less, and with such other relevant information as is requested by the Union to assess required dues or fees and notify the required employees of same. Such information shall be provided by the Employer to the Union on a quarterly basis.

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

## ARTICLE 2 MANAGEMENT RIGHTS

Except as specifically limited by this Agreement, the management of the Employer's operations and facilities and the direction of working forces shall be vested solely and exclusively in the Medical Center. This provision shall include, but is not limited to, the right to hire; to determine the quality and quantity of work performed; to lay off employees; to assign and delegate work; to enter into contracts for the furnishing and purchasing of supplies; to maintain and improve efficiency; to require observation of Medical Center rules, regulations, retirement and other policies; to discipline or discharge employees for

cause; to schedule work and determine the number of hours to be worked; to determine the methods and equipment to be utilized and the type of service to be provided; and to change or discontinue existing methods of service and equipment to be used or provided.

### ARTICLE 3 LABOR-MANAGEMENT RELATIONS COMMITTEE

- 3.1 Establishment of the Committee: The Employer and Union agree to the establishment of a Labor- Management Relations Committee which shall be utilized to communicate between the parties on a regular basis. The Committee may address itself to employment problems encountered by the employees, questions over contract administration and general activities which shall enhance the Employer's mission of providing quality health care to the community.
- 3.2 Composition: The Committee shall be composed of three (3) members appointed by the Employer and three (3) members of the bargaining unit. Members shall serve until appointment of their replacement.
- 3.3 Meetings: The Committee shall meet quarterly as deemed necessary by either party. The time and place for these meetings shall be mutually decided, and such meetings shall be posted on the official bulletin board. Meetings shall be called by notice in writing from either party. The party calling the meeting shall provide the other party with an agenda forty-eight (48) hours prior to said meeting. Meetings may be held more frequently if deemed necessary and upon mutual agreement of both parties.
- 3.4 Minutes: The Employer shall take minutes of such meetings and provide to the Committee a copy which has been approved and signed by both parties.
- 3.5 Release Time: Labor-Management Relations Committee members scheduled to work during such meetings shall be released from work without loss of pay.

### ARTICLE 4 DEFINITIONS

As used in this Agreement, or in the interpretation of any part of this Agreement, the following definitions shall govern:

- 4.1 Work Day:
  - a. Eight and one-half (8-1/2) hour Work Day. A work day shall be defined as eight and one-half (8-1/2) hours, inclusive of a 30 minute unpaid meal period.
  - b. Three (3) and Four (4) hour Work Day. An employee may be scheduled to a work day with a minimum of four (4) hours if it is a posted position, which must include weekends and holidays. In addition, the Employer may continue its longstanding practice of scheduling Nutrition Services employees for three (3) hour shifts

Any issues concerning the implementation of this provision may be addressed at the Labor Management Committee (LMC). In any event of layoff or reduction of hours the Four (4)

hour Work Day position(s) referred to in this section shall be the first to be eliminated or reduced.

c. The Emergency Department shall have twelve and one-half (12 ½) hour shifts.

4.2 Work Week: The work week shall begin at the start of the day (first) shift on Monday and shall end at the conclusion of the night (last) shift on the following Sunday.

4.3 One Month: One (1) month is defined as 173.33 hours worked.

4.4 One Year: One (1) year is defined as 2,080 paid hours of continuous and unbroken service.

4.5 Calendar Year: A calendar year is defined as twelve (12) consecutive calendar months of service unbroken by termination of employment.

4.6 Weekend: A weekend extends from 2300 Friday to 2259 Sunday. Shifts beginning during this period are considered weekend shifts.

4.7 Seniority: Except as qualified in other sections of this Agreement, the term seniority shall mean the total number of continuous and uninterrupted hours of service with the Employer within the bargaining unit.

An employee who leaves or has left the bargaining unit for a non-bargaining unit position shall not accrue further seniority while in the non-bargaining unit position. Such employee's accrued seniority shall be frozen and maintained on the employee's record and shall be restored to the employee if she/he transfers back to a bargaining unit position. The employee may not exercise frozen seniority as a means of re-obtaining a bargaining unit position.

4.8 Alternate Work Schedules: The Employer and the Union may agree upon a pattern of work schedules providing for work days different than those defined in Section 4.1. Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:

- a) The Union shall have an opportunity to review the alternate work schedule or schedules being considered prior to employees volunteering for alternate work schedules. Preference shall be given to interested qualified employees in the involved department or unit on the basis of seniority. The Employer shall retain written documentation that an employee has agreed to an alternate work schedule and of the type of alternate work schedule to which the employee has agreed.
- b) An employee electing to work schedules under this Section may revoke such election by giving the Employer written notice at least four (4) weeks prior to the effective date of the Employer's next posted schedule of work hours; provided, however, that in no event shall more than six (6) weeks' notice of revocation be required. The Union may elect to revoke the alternate work schedules with six (6) weeks' notice to the Employer.
- c) The basic work period shall be forty (40) hours per week. An employee shall be paid time and one-half (1-1/2) for work in excess of forty (40) hours per week rather than the amount of overtime that would otherwise be due under this Agreement. An employee working in excess of his or her scheduled workday shall be paid at the rate of time and one-half (1-1/2) for all excess time so worked.
- d) Shift differentials shall be paid for all hours worked that fall within the time when shift

differentials would otherwise be owed under this Agreement.

- e) Medical Leave Bank shall be earned and paid at a rate proportionate to that specified in this Agreement as compared to employees who are not working an alternate work schedule.
- f) Paid Time Off shall accrue at a rate proportionate to that specified in this Agreement as compared to employees not working an alternate schedule and shall be granted in a manner to provide an employee an equal amount of time off as provided in the Paid Time Off provisions of this Agreement.
- g) In no event shall the occurrence of a holiday, paid Medical Leave Bank or Paid Time Off have the effect of diminishing the number of hours normally paid to an employee in a payroll period.

Alternate work schedules of shifts that are greater than 8 hours may be accommodated at the request of an employee(s) if it is determined that such request will not affect the needs of the department. In such instances, holiday hours will only be considered 8 hours and employee must supplement additional hours with his/her PTO.

- h) There shall be no discrimination by the Employer against any employee because he or she declines to volunteer for alternate work schedules or because he or she revokes a prior election in the manner herein provided.
- i) If an employee works on a holiday, holiday pay shall be paid for all hours worked within the holiday's definition.

## ARTICLE 5 EMPLOYEE STATUS DEFINITIONS

- 5.1 Probationary Period: The first five hundred and twenty (520) hours of employment, or the first six (6) calendar months of employment, whichever is less, shall be considered as a probationary period during which either the employee may terminate his/her position or the Employer may dismiss the employee without just cause or without further obligation. This is a probationary period for both the employee and the Employer to determine suitability and interest in the work and to provide the opportunity for an evaluation period. Any employee on an approved leave of absence during his/her probationary period will have an automatic extension of probation to allow for an adequate evaluation period. The extension will be equivalent to the Leave of Absence period.

Upon mutual agreement of the Employer and the Union, the probationary period may be extended for up to an additional five hundred and twenty (520) hours of paid service, provided the extension is requested and granted before the initial probationary period ends.

- 5.2 Status Assignment: Full-time, part-time, on-call, or casual status is assigned to employees upon satisfactory completion of their probationary period.
- 5.3 Full-time Employees: Employees regularly scheduled to work thirty-six (36) to forty (40) hours in any one (1) work week or seventy-two (72) to eighty (80) hours in any two-week (2) pay period, shall be entitled to applicable benefits. Employees assigned a Full Time Equivalent (FTE) code of .9 to 1.0 shall be considered full-time employees. (FTE 1.0 = 2080 hours) . Those employees who, as of

June 30, 1983, were regularly scheduled for a thirty-two (32) hour week and have been receiving the same benefits as full-time employees, shall continue to receive such benefits while working a regularly scheduled thirty-two (32) hour week. This provision shall not apply to employees hired on or after July 1, 1983.

- 5.4 Part-time Employees: Employees regularly scheduled to work sixteen (16) but less than thirty-six (36) hours in any one (1) work week or thirty-two (32) but less than seventy-two (72) hours in any two-week (2) pay period and sharing with the full-time staff weekends, relief or night duty and holidays, shall be considered part-time employees and shall be entitled to applicable benefits on a pro-rata or other basis, as set forth in the particular provisions of this Agreement. Employees assigned an FTE Code of 0.4 but less than 0.9 shall be considered part-time employees.

Effective March 1, 2010, for newly hired part-time employees or part-time employees entering the bargaining unit on or after that date, the term "part-time" employee applies to any employee who is regularly scheduled to work twenty (20) but less than thirty-six (36) hours in any one (1) work week or forty (40) but less than seventy-two (72) hours in any two (2) week pay period and sharing with the full-time staff weekends, relief or night duty and holidays, shall be considered part-time employees and shall be entitled to applicable benefits on a pro-rata or other basis, as set forth in the particular provisions of this Agreement. Employees assigned an FTE Code of 0.5 04 but less than 0.9 shall be considered part-time employees.

- 5.5 Casual Employees: Employees scheduled to work less than sixteen (16) hours in any one (1) work week or less than thirty-two (32) hours in any two-week pay period shall be considered casual employees. Casual employees shall accumulate seniority hours but shall earn no benefits except those specifically provided.

Effective March 1, 2010, newly hired casual employees or casual employees entering the bargaining unit on or after that date, the term "casual employee" applies to any employee who is scheduled to work less than twenty (20) hours in any one (1) work week or less than forty (40) hours in any two-week pay period shall be considered casual employees. Casual employees shall accumulate seniority hours but shall earn no benefits except those specifically provided.

- 5.6 On Call Employees: The term on-call employees refers to an employee employed by the Employer to supplement the full-time and regularly scheduled part-time employees. These employees are not regularly scheduled for any shifts and do not accrue benefits. An on-call employee shall receive salary increments as described within on the basis of one (1) years' service for each two thousand eighty (2080) compensated hours. Any scheduled employee requesting on call status shall give at least four (4) weeks' notice to the Employer. Upon commencing on call status, accrued but unused Paid Time Off shall be paid to the employee. The Employer shall retain written documentation of the change of status in the employee's personnel file.

An on-call employee is not assured the availability of work on a regular continuing basis, but an on-call employee is not obligated to report to duty each time he/she is requested to work. An on-call employee assigned to a nursing unit may be utilized to float among nursing units. In order to maintain on-call status and seniority, the on call employee agrees to work at least sixty-four hours in each of the following four quarters; March – May, June – August, September – November, December – February, if called.

- 5.7 Temporary Employees: Temporary full-time or part-time employees are defined as employees assigned to positions that shall be created for a definite period of time not to exceed nine (9) months, and shall have notification at the beginning of their employment of their required termination date.



Temporary employees shall accrue no seniority during their tenure of employment provided, however: (a) vacancies and new positions shall be offered on the same basis as to all other employees; and (b) should temporary employees continue to work past the nine (9) months, shall be given seniority retroactive to date of hire and shall be entitled to all seniority rights. Temporary employees who are new hires shall accrue no benefit except for those specifically provided.

- 5.8 Full-time Equivalent (FTE) Code: An FTE Code is a measure used for classification and comparison of employment status as to hours worked. For example, a full-time employee is a 1.0 FTE; a half-time employee is a .5 FTE; and sixteen (16) hour per week employee is a .4 FTE.

## ARTICLE 6 HOURS

- 6.1 General Pattern: The general pattern of scheduling work shall be as follows:

Employees will have two (2) consecutive days off and alternate weekends off. If an employee works on a scheduled weekend off, the employee shall be paid at time and one-half (1-1/2) rates for each shift worked on such weekend; provided, however, that this sentence shall not apply if the weekend work was scheduled at the request of the employee. If necessary to allow for flexibility in scheduling, nonconsecutive days off during weekdays may be utilized. The scheduled work week need not correspond to the calendar week, and the pattern of scheduling may be such that more or fewer than five (5) days of work are scheduled in one (1) week provided that not more than ten (10) days of work are normally scheduled in any two (2) work weeks.

Exceptions to an employee's individual pattern of scheduling may be made by agreement between the Employer and the employee concerned or in cases of emergency or unavoidable situations where the application of the general pattern would have a negative effect upon Employer operations or would deprive patients of patient care.

There shall be no split shifts, except for an unpaid meal break.

- 6.2 Special Pay Provisions: No employee shall be scheduled to work more than seven (7) days consecutively. An employee scheduled more than seven (7) days consecutively shall be compensated at time and one-half (1-1/2) rates for all days scheduled in excess of seven (7) unless such days are worked at the employee's request. An employee accepting a call-in shift will be compensated at straight time rates unless such shift worked involves overtime or working an unscheduled weekend.

There shall be at least an ten (10) hour period between scheduled shifts. If the Employer schedules an employee without the minimum of eight ten (10) between shifts, the employee shall be compensated at time and one-half (1-1/2) rates for such quick-change worked. Effective the first full pay period following March 1, 2019, the premium shall be paid whether it results from the posted schedule or assignment or from agreement between the Employer and the Employee. To qualify for the premium, both the shift immediately before and the shift qualifying for the premium shall be shift on which the employee is performing their regular duties per the job description. This premium pay shall not be pyramided onto any other premium pay or overtime pay that might be owed for the subsequent shift. An employee accepting a call-in shift will be compensated at straight time rates unless such shift worked involves overtime or working an unscheduled weekend.

- 6.3 Overtime: Employees shall be paid at the rate of one and one-half (1-1/2) times their regular rate of

pay for all hours worked in excess of eight (8) hours in a day or in excess of eight (8) hours in a row, and for all hours worked in excess of eighty (80) hours in a pay period.

Overtime hours shall be added to the regular hours in the establishment of seniority

Incidental overtime shall be paid to the employee in fifteen (15) minute increments according to the following schedule:

Time Clock Recording			Overtime Pay	
0	-	7 minutes	0	
8	-	22 minutes	15	minutes
23	-	37 minutes	30	minutes
38	-	52 minutes	45	minutes

Overtime payments shall not be duplicated for the same hours worked. Hours paid at the overtime rate under one provision shall not be counted as hours worked in determining overtime under the same or any other provision. The same shall apply to premium pay so that premium pay shall not be duplicated for the same hours worked. Should two premiums apply, the premium most beneficial to the employee shall take precedence.

- 6.4 Change Requests/ Trading of Shifts: An employee shall not be granted schedule change requests nor be allowed to trade shifts if the resulting change or trade would result in premium or overtime pay to any affected employee.
- 6.5 Excused Shift: An employee excused from scheduled work hours at the Employer's request shall be credited with the equivalent number of hours lost toward accumulation of benefits.
- 6.6 Shift Differential: Shift differential shall not be paid for day shifts. A day shift is one which is scheduled to commence and end between the hours of 0700 and 1530. Employees working the afternoon shift (1500-2300) will receive a shift differential of \$.50/hr. Employees working the night shift (2300-0730) will receive a shift differential of \$.80/hr. If an employee's shift partially falls within the evening or night shifts by more than thirty (30) minutes, the employee will receive shift differential for only those hours worked within the evening or night shift time frames. For partial shifts, the evening shift is defined as 1500-2300, and the night shift is defined as 2300-0700.
- 6.7 Recall from Excused shift: When an employee is recalled from an excused shift, the employee shall be compensated for the entire work shift for which he/she was called, if the employee reports to work within one (1) hour of being contacted. The employee shall not be required to work beyond the normal end of the work shift for which he/she was called.
- 6.8 Breaks and Meals: Break time shall consist of one (1) fifteen (15) minute paid rest period for every four (4) hours worked. Breaks shall occur approximately midway through the four (4) hour time period. Meal time shall consist of one (1) thirty (30) minute unpaid meal period for every eight (8) hours worked. If an employee works back-to-back shifts of at least eight (8) hours each, the meal time during the second shift shall be paid. An employee shall not leave work before the end of a shift in lieu of taking break or meal periods, unless otherwise mutually agreed by the Employer and the employee.
- 6.9 Paydays and Pay Periods: Paydays shall be on alternate Fridays. A pay period shall be defined as fourteen (14) consecutive days in the two (2) most recently completed work weeks preceding the payday. There shall be a five (5) day holdback period immediately preceding the payday for which compensation due shall be paid on the following payday.

- 6.10 Timekeeping: 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, and report such time to the Employer at the end of each pay period. Pay shall be issued based upon the timekeeping records maintained by the Employer. Wage claims shall be subject to the grievance and arbitration procedures contained herein.
- 6.11 Work Schedules: Work schedules shall be posted covering a minimum of a one (1) week period at least two (2) weeks in advance of the time covered by such schedule. Schedules shall not be changed after posting except in cases of mutual agreement between the Medical Center and the employee. If schedules are altered and the employee is not made aware of the change and reports for his/her regularly scheduled shift, the employee shall be guaranteed a minimum of four (4) hours work.
- 6.12 Call-Ins: Non-scheduled employees called in to work (other than to work a scheduled shift) will be guaranteed a minimum of four (4) hours at the straight time rate of pay but will be paid for all actual hours worked at the applicable rate of pay; however, only hours actually worked shall be counted for overtime purposes. Meeting time and education time are excluded from this section.
- 6.13 Scheduled Call/Standby: Employees scheduled on call/standby shall be paid \$6.00 per hour. When on call on one of the eligible holidays, the employee shall be granted eight (8) hours of straight time pay, plus paid call hours for the balance of the holiday. The eight (8) paid hours shall not count toward the computation of overtime, nor shall the pay for those hours be duplicated for any hours actually worked during the day shift. When on call on one of the eligible holidays, the employee shall also receive a day off with pay within thirty (30) days of the holiday. Employees who are called shall be compensated as provided in 6.14 of this Article.
- 6.14 Standby-Call-in: Employees called in to work from standby shall be guaranteed a minimum of two (2) hours work at one and one-half (1-1/2) times their regular rate of pay. When in an oncall/standby status, an employee will be paid the on-call rate when on-call, and will convert to one and one-half (1-1/2) his/her regular rate of pay when working. No employee shall receive both on-call pay and working pay for the same hours.
- 6.15 Offsite Technical Support: An employee assigned to Plant Operations and Maintenance may provide technical support from offsite to facilitate problem resolution. Subject to management approval, such an employee shall be paid at the rate of time and one half (1 1/2 ) for one (1) hour or for the actual time involved, whichever is greater. This is not intended for response to routine questions or matters. No employee shall receive both on-call pay and pay under this section for the same hours. This provision applies both to employees who are scheduled call/ standby and to employees who are not scheduled call/ standby.
- 6.16. Scheduling and Offering of Work: The Employer shall not schedule or offer open shifts to on-call employees unless the work has first been offered to full-time, part-time and casual employees, in that order and by seniority, who have indicated on a sign-up sheet a willingness to take such shifts and who are qualified to do the work. No schedule or offer need be made that would create an overtime or premium pay situation for any employee.
- 6.17. Voluntary Unpaid Day Off — (Dump Day): A full time and part time employee will be allowed to take four (4) days per calendar year off without pay, but with benefits and seniority accrual, provided the employee is able to secure a non-overtime replacement from the regularly scheduled part time, casual or on call employees with the same qualifications. Prior approval from the supervisor or manager must be obtained.

**ARTICLE 7**  
**PAID TIME OFF (PTO)**

PTO will be provided to eligible employees for purposes of vacation, personal time off and sick/sick child. To be eligible for PTO you must be assigned a full time or part time position (as defined in Article 5 of this Agreement).

It is the expectation that employees have an adequate accrued PTO balance for all scheduled time off for those purposes as stated above. Employees requesting/taking time off without an adequate PTO balance may be denied time off and may be subject to the discipline process.

7.1 PTO Accrual Rate: PTO will be earned based on compensated hours. PTO will not accrue for any pay period that an employees does not have at least 32 hours of benefit eligible time or for those newly hired employees or newly entering the bargaining unit on or after 3/1/10 at least 40 hours of benefit eligible time and will not accrue on more than 2,080 hours per year. PTO will accrue based on the following schedule:

**EMPLOYEES HIRED ON OR AFTER 7/1/83:**

	0 through 2,080 hrs	2,081 hrs through 8,320 hrs	8,321 hrs through 20,800 hrs	20,801 hrs and thereafter
ACCRUAL RATE	.050	.0692	.0884	.1076
TOTAL HOURS	104	144	184	224
TOTAL DAYS	13	18	23	28
This is based on 2,080 hours per year. As is the current practice, PTO time will be accrued on hour, to a maximum of 2,080 per year and you must have at least 32 hours of benefit eligible newly hired employees or newly entering the bargaining unit on or after 3/1/10 at least 40 hours benefit eligible time in the pay period				

**EMPLOYEES HIRED ON OR BEFORE 6/30/83:**

	31,200 hours and thereafter	
ACCRUAL RATE	.1269	This is based on 2,080 hours per year. As is the current practice, PTO time will be accrued on each eligible hour, to a maximum of 2,080 per year and you must have at least 32 hours of benefit eligible time in the pay period.
TOTAL HOURS	264	
TOTAL DAYS	33	

- 7.2 PTO Carry Over: Employees may have a PTO balance on the anniversary of their hire date according to the "PTO Maximum Balance" as described above. PTO hours in excess of available carry over amounts not taken will be forfeited.
- 7.3 Scheduled/Unscheduled Paid Time Off: The PTO program includes both scheduled time off (SPTO) and unscheduled time off (UPTO) and will be recorded as such. Department policies will define scheduled and unscheduled time according to their need to staff effectively.
- 7.4 PTO Use Prior to Leave of Absence: Prior to accessing Medical Leave Bank hours for an extended absence due to illness or injury, an employee must use PTO equal to twenty-four (24) hours. (See also Medical Leave Bank.)

- 7.5 Illness during Scheduled Paid Time Off: A serious illness or disabling injury occurring during scheduled paid time off may be considered as meeting the eligibility requirements stated above for accessing the Medical Leave Bank if the employee provides certification of the illness/disability from a health care provider.
- 7.6 PTO While on a Leave of Absence: Employees on a leave of absence may use PTO time. Employees on an unpaid leave of absence will not accrue PTO.
- 7.7 Request for Time Off: Request for Scheduled Paid Time off must be made in accordance with department/unit guidelines.
- 7.8 Overtime Calculation: SPTO will be considered time worked for purposes of computing overtime. UPTO hours will not be considered as hours worked for purposes of computing overtime.
- 7.9 Voluntary Termination/Change of Status with Proper Notification: In the event of a resignation with four weeks' notice, an approved request to go on call with four weeks' notice, a status change of benefit eligible to a casual position or layoff, employees shall be paid earned PTO hours. Terminating employees may convert the value of their PTO hours to cover health and/or dental insurance continuation premiums for up to eighteen (18) months.

An employee giving less than four (4) weeks' notice of termination of employment or requesting to go to an on call status from a regularly scheduled position with less than four weeks' notice shall waive PTO pay out. An employee who does not complete a year's continuous service in a benefit eligible position, will not receive earned PTO hours.

- 7.10 PTO Upon Discharge: If an employee is discharged from employment, he/she will not be paid PTO.
- 7.11 PTO When an Employee is Laid Off: An employee who is laid off will receive terminal PTO pay as if he/she had resigned with proper notice.
- 7.12 PTO Payout Option: On one occasion during the payroll year an employee may request in writing or by e-mail for a PTO payout. The maximum amount of the payout cannot exceed forty (40) hours of then accrued PTO and the payout cannot reduce the employee's PTO bank to less than eighty (80) hours. The request must be in writing or by e-mail and must be forwarded to the Payroll Department at least two weeks in advance of the payout pay day.

Hours shall be paid at the employee's straight time rate of pay, shall be subject to the usual payroll deductions and withholdings, and shall be deducted from the employee's total number of accrued PTO hours.

## ARTICLE 8

### MEDICAL LEAVE BANK (MLB)

Eligible employees will have the ability to accumulate hours in a medical leave bank (MLB) that can be accessed when employees are unable to work for an extended period of time due to personal illness, injury or disability. An employee may also use MLB for extended absences due to illness or injury of the employee's child. Eligibility requires the employee to work an average of half the full-time equivalent for twelve (12) consecutive months. Child is defined as an individual under 18 years of age or under age 20 and still attending secondary school.

To be eligible for MLB you must be assigned a position of .4 (32 hours per pay period) or for those newly hired employees or newly entering the bargaining unit on or after 3/1/10 at least 40 hours of benefit eligible time or more.

- 8.1 Accessing MLB: Prior to accessing Medical Leave Bank hours for an extended absence due to illness or injury, an employee must use PTO equal to twenty-four (24) hours.
- 8.2 Employee must provide medical documentation to access MLB. (See Human Resources representative for Intermittent FMLA). Employees returning from an MLB absence must provide written certification from their health care provider of their ability to return to work prior to returning to work.
- 8.3 Successive/Recurrent Absences: An employee does not need to meet this qualifying period again if the episodes are successive or recurrent.

*Successive*: MLB absence must be due to the same or a related cause AND separated by less than three days of active work at the employee's normal shift length.

*Recurrent*: MLB absence must be caused by the same diagnosis, and separate absences are required due to medical care received at sequenced intervals.

- 8.3 MLB Accrual Rate: MLB hours will accrue at the rate of one (1) hour for every 37.1 eligible hours, to a maximum accrual of 576 MLB hours. MLB will not accrue for any pay period that an employee does not have at least 32 hours of benefit eligible time or for those newly hired employees or newly entering the bargaining unit on or after 3/1/10 at least 40 hours of benefit eligible time and will not accrue on more than 2,080 hours per year.
- 8.4 MLB Pay Rate: MLB pay will be computed based on the employees' hourly rate of pay. An employee who uses MLB must do so at his/her authorized hours on a continuous basis. MLB hours do not count as hours worked when computing overtime. Shift differential will not be paid on MLB time.
- 8.5 Intermittent Use of MLB: Prior to accessing Medical Leave Bank hours for intermittent FMLA, employees must use PTO equal to  $\frac{1}{2}$  of their scheduled hours per pay period. To qualify for this intermittent use the employee will have to provide appropriate medical certification.
- 8.6 Reduction in Hours to Non-Benefit Eligible: If an employee changes status to a non benefit eligible position (with proper notice) employee will not earn, nor can he/she use MLB hours. Unused hours will be restored should the employee become benefit eligible.
- 8.7 Terminal MLB: MLB will not be paid upon termination of employment..
- 8.8 Illness during Scheduled Paid Time Off: A serious illness or disabling injury occurring during scheduled paid time off may be considered as meeting the eligibility requirements stated above for accessing the Medical Leave Bank if the employee provides certification of the illness/disability from a health care provider.
- 8.9 Workers Compensation Claim: When an absence has been caused by an industrial illness or accident, accrued Medical Leave Bank (MLB) time, if any, shall be used to cover the difference between the benefits payable under the Workers Compensation Law and the employee's regular salary.

In the event benefits payable under the Workers Compensation Law are subsequently received for any period of time during which full MLB leave payments have also been paid, resulting in the employee receiving a greater sum than his/her regular pay for the period in question, the employee shall make restitution of the excess to the Employer, or the Employer shall be authorized to deduct such excess from future weekly pay due the employee.

## ARTICLE 9 HOLIDAYS

9.1 Full-Time: Full-time employees shall be granted the following holidays at their base rate of pay:

- 1) New Year's Day
- 2) Good Friday
- 3) Memorial Day
- 4) Independence Day
- 5) Labor Day
- 6) Thanksgiving Day
- 7) Christmas

9.2 Part-Time: Part-time employees shall be granted holidays 1, 3, 5, and 6.

9.3 Holiday Not Worked Pay Eligibility:

- A. Casual, on-call and temporary employees shall not be granted holidays.
- B. Employees shall be qualified to receive pay for holidays upon completion of five hundred and twenty (520) hours of continuous employment immediately preceding the holidays. Continuous employment as used in this paragraph shall mean the employee has been on the payroll at the beginning of and continuing throughout such period of five hundred and twenty (520) hours.
- C. The employee shall work the regularly scheduled shift before and after the holiday occurs in order to receive pay for the holiday, except if the employee provides documented verification of illness or injury by a physician who treated the illness or injury.
- D. When holidays 1 through 7 (where applicable) occur during a Paid Time Off (PTO) period, a substitute day off with pay in lieu of the holiday shall be granted within thirty (30) days before or after said holiday.

9.4 Holiday Worked Pay:

- A. Employees (full-time, part-time, casual, on-call, temporary and probationary) who are required to work on any of the above holidays, shall be compensated at one and three-quarters (1-3/4) times the regular hourly rate of his/her work that day and in addition employees eligible for holidays shall receive one (1) day off with pay at his/her regular rate within thirty (30) days of said holiday.
- B. 24 hours starting at 11:00 p.m. on the eve of the holiday shall be considered holiday hours for the purpose of premium pay for all holidays except Christmas and New Year's.

Christmas and New Year's: 24 hours starting at 3:00 p.m. on the eve of the holiday shall be considered holiday hours for purpose of premium pay.

- C. Regularly scheduled full-time employees working more than four (4) holidays 1 through 7 shall be paid double time for all hours worked, plus eight (8) hours off at regular base rate of pay, such hours to be scheduled within thirty (30) days before or after said holiday. Holidays that fall on a Monday or Friday (Thursday or Sunday for night shift) shall be granted with another weekend off. Two (2) shifts worked on the same holiday shall count as only one (1) holiday.

- 9.5 Scheduled Employee Failure To Report.: Employees scheduled to work a holiday and failing to report shall receive no holiday premium pay.

## ARTICLE 10 INSURANCES

- 10.1 Health Care Coverage: The Employer shall make available health care coverage for all regular employees in the bargaining unit who hold full or part-time positions as defined in Article 5 of this Agreement. Such employees shall be eligible to participate in the same health insurance plan as the other employees as the plan may exist and may be amended from time to time. The Employer agrees to notify the Union prior to a change in health care benefits.

For new hires, coverage shall be effective in the first full month after 90 days of employment.

The premium formula for eligible employees for single coverage shall be:

Employer — 85%                      Employee — 15%

Premium payment formula for eligible employees for employee + one (1) or family coverage shall be:

Employer — 75%                      Employee — 25%

- 10.2 Health Care Vendor, Level of Benefits: The Employer shall have the right to make an independent selection of the health care vendor and administrator in providing health care coverage.
- 10.3 Leave of Absence due to Illness: The Employer shall continue to contribute its portion of health insurance coverage, as designated in this Article, during a leave of absence due to illness for a period not to exceed six (6) months inclusive of Medical Leave Bank.
- 10.4 Dental Insurance Coverage: The Employer shall pay the single dental insurance coverage for all regular full-time and part-time employees, the cost of which shall be borne by the Employer. Effective in March 2010, an eligible full or part-time employee who elects to be covered under the single dental insurance dental insurance plan shall pay five dollars (\$5.00) per month toward the cost of such coverage. No payment will be made in lieu of dental coverage. The Employer shall have the right to make an independent selection of the insurance carrier in providing dental insurance coverage. Any new plan selected by the Employer during the term of this Agreement shall maintain benefits that are not less than are now being provided. Family coverage shall be made available to the employees at their own expense.
- 10.5 Long-term Disability: All full-time and part-time employees shall be covered under a long-term disability plan which shall provide benefits when an employee is disabled due to accidental bodily injury, sickness and/or pregnancy. Benefits provided under said plan shall be sixty-five percent



(65%) of the employee's monthly earnings to a maximum benefit of two thousand and no/100 dollars (\$2,000.00) per month and certain other payments to which the employee may be entitled due to the type of disability. A ninety (90) day qualifying period shall apply. The Employer shall pay the entire cost of coverage under the plan.

- 10.6 Group Life Insurance Accidental Death and Dismemberment: All full-time employees shall be covered under a Group Life Insurance Accidental Death and Dismemberment Insurance, with coverage in the amount of \$25,000. All part-time employees shall be covered under a Group Life Insurance Accidental Death and Dismemberment Insurance, with coverage in the amount of \$15,000. The Employer shall pay the entire cost of coverage under this plan.
- 10.7 Retirees Hospital Medical Premium: Retirees hospital medical premium shall be paid by the Employer, with fifteen (15) years of service (31,200 hours) and age 62 years, until a retiree attains the age of 65 years or is able to participate in Medicare, whichever occurs first. For any such qualified employee who retires, the Employer shall pay the single subscriber premium of \$125.82 per month, and any increase over that amount shall be shared equally by the Employer and the retiree.
- 10.8 IRS Section 125 Plan: AFSCME employees shall be given the opportunity to participate in IRS Section 125 to the same extent as other employees.

## ARTICLE 11 RETIRED EMPLOYEES

- 11.1 Defined Benefit Plan, 403B: Effective upon ratification of this Agreement, the defined benefit plan with Cigna will be frozen for all enrolled employees on December 31, 2004. For employees who are currently participants in the Retirement Plan for Employees of Range Regional Health Services (the Plan), their accrued benefit as of December 31, 2004 will be held in the Plan, but no further benefit will be earned after December 31, 2004. This benefit is payable at each employee's Normal Retirement Date in the form of an annuity/

Effective January 1, 2005, the Employer will bring in a new defined contribution 403B product. The Employer will contribute two percent (2%) of the employee's gross wages towards the employee's retirement. To be eligible for this plan, an employee must have been employed for one year, worked 1000 hours in that year and be twenty-one (21) years of age. Effective January 1, 2006, the Employer will contribute three percent (3%) of the employee's gross wages towards the employee's retirement.

Employees who have already met their vesting schedule in the old plan will be fully vested in the new plan. There will be a six (6) year graded vesting schedule for the Employer's contribution for newly enrolled employees. Employees will also be able to make contributions if they so choose. Any monies invested by the employee will be 100% vested.

- 11.2 Social Security: Employees shall be covered under the Social Security System administered by the Federal Government.
- 11.3 Retired employees who are eligible for and drawing an annuity shall lose all acquired seniority at the time of retirement. If such employee is then rehired, the employee will begin accruing new seniority, commencing with the employee's first day of employment following rehire. The rehired employee

shall not be required to complete another trial period, and such employee shall retain his/her pre-retirement status, in placement on the salary schedule, and shall continue to progress through the salary steps based upon additional seniority earned, if the employee is rehired within one (1) year.

## ARTICLE 12 LEAVES OF ABSENCE

A leave of absence may be granted to employees for the following reasons:

- 12.1 Serious Health Condition: A leave of absence without pay shall be granted to an employee for a serious health condition of the employee, or the employee's spouse, child, or parent as required by the Family and Medical Leave Act and/or as required by the Minnesota Leave Law. Provided however, the maximum period for a leave of absence under this provision for a serious health condition of the employee, shall be six (6) months and for a serious health condition of the employee's spouse, child, or parent shall be ninety (90) days.

The Employer shall not permanently fill the employee's position during the period of leave of absence. The employee may not accept and/or fill another position during this leave of absence. FMLA leave or leave under the Minnesota Leave Law may run concurrently with any additional leave under this provision

To the extent permitted by law, the Employer may require the employee to utilize any available paid benefit time concurrently with the leave under this section. When requesting leave for the employee's own serious health condition or that of an eligible family member, the employee will be required to furnish medical certification of a serious health condition. The employee must furnish certification within 15 days after receiving the form called Certification of Health Care Provider.

- 12.2 Parental Leave: A parental leave of absence without pay shall be granted as required by the Minnesota Parental Leave Law.
- 12.3 Funeral/Memorial Service: When a death occurs in a full time or part time employee's immediate family (legal spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, grandparent, grandchild, legal guardian, current step-children), the employee, upon request, will be excused and paid for up to a maximum of three (3) scheduled shifts (or for such fewer shifts as the employee may be absent) which fall within thirty days after the death of the immediate family member. When a death occurs in a casual employee's immediate family (see definition above of immediate family), the employee, upon request, will be excused and paid for one (1) scheduled shift if the shift falls the day of the funeral. The Employer reserves the right to withhold said pay in the event of falsification of a request for said pay.

Additionally, a leave of absence without pay will be granted to an employee for a death in the immediate family (legal spouse, mother, father, mother-in-law, father-in-law, son, daughter, brother, sister, grandparent, grandchild, legal guardian), for a period of up to thirty (30) days. Length of service benefits will not accrue, but will remain the same as at the beginning of the leave. The Employer will not permanently fill the employee's position during the period of leave of absence. To the extent permitted by law, the Employer may require the employee to utilize any available paid benefit time concurrently with the leave under this paragraph.

- 12.4 Jury Duty and Subpoenaed Witnesses: An employee called to serve on a jury, or presenting

evidence of being subpoenaed as a witness for Employer related cases, shall be reimbursed for the difference between the amount paid for such service (exclusive of travel pay) and his/her compensation for regularly scheduled work hours necessarily lost because of such service. Work hours necessarily lost because of jury service or service provided as an Employer witness shall be considered as hours worked except for the purpose of computing overtime.

In the event the Employer shall determine that it is necessary or in the best interests of the Employer to have the employee excused from jury duty, the employee agrees to join with the Employer in requesting that the employee be excused from such jury duty.

- 12.5 Military: An employee who is a member of the military reserve shall be granted leave of absence without pay to enable the employee to fulfill obligation for one (1) weekend per month plus two (2) weeks per calendar year for temporary military duty.
- 12.6 Educational: An employee who has been employed by the Employer for a period of two (2) years (4160 hours of continuous employment) or more may be granted an unpaid educational leave of absence totaling up to twenty-four (24) months. Any extension of an educational leave of absence shall be at the discretion of the Employer. In order to qualify for such leave, the employee must be a full-time student at a college or university working toward a degree having reasonable relation to their current employment. If the leave is for three (3) calendar months or less, an employee will retain his/her right to his/her previous position. If the leave is in excess of three (3) calendar months, the Employer may permanently fill the employee's position, provided, however, the employee shall be allowed to exercise seniority rights to bid for the next available job opening.
- 12.7 Voluntary before Layoff: Before resorting to any layoff procedure, the Employer may offer the employee an opportunity to voluntarily request leaves of absence without pay of not more than ninety (90) calendar days. The Employer shall not permanently fill the employee's position during the period of leave of absence.
- 12.8 Approval for Other Reasons: The Employer reserves the right to approve leaves of absence for other reasons.
- 12.9 Written Request: A leave of absence request shall be submitted in writing to the Department Manager for approval.
- 12.10 Physician Examination: An employee requesting a personal illness leave of absence may be required to be examined by a physician selected and paid for by the Employer.
- 12.11 Maximum Length: A leave of absence shall not exceed one (1) calendar year, except medical leaves of absence, as a result of a Workers Compensation illness or injury, may be extended through eighteen (18) months.
- 12.12 Notification of Return to Work: Due to advance scheduling requirements, employees on leave of absence shall notify their Department Manager prior to the day the schedule is generated, for a return to work.
- 12.13 Other Employment: Employees shall not take other employment during a leave of absence without written approval by the Employer.
- 12.14 Benefit & Seniority Accrual: Unless otherwise specified, employees on unpaid leave of absence shall not earn benefits or accrue seniority.

- 12.15 Automatic Extension of Probationary Period: An employee on an approved leave of absence during his/her probationary period will have an automatic extension of probation to allow for an adequate evaluation period. The extension will be equivalent to the Leave of Absence period (see Article 5-Employee Status Definitions)
- 12.16 Union Business: The Employer shall grant a leave of absence, without pay, for a bargaining unit employee for the purpose of service as an AFSCME representative, organizer, for lost-time work, or to serve as an officer with the international, state or local organization or with organizations with which AFSCME is affiliated. Seniority shall be frozen for an employee taking such leave. The Employer shall make COBRA available for health care plan continuation for such employees on Union leave who make a request in writing. An employee requesting such leave must provide a minimum of four (4) weeks notice. Such Union leave is limited to no more than one employee at any one time and to no more than a total of six months leave over the term of this Agreement. This provision shall not apply to Closed classifications. A leave for Union business may be extended by mutual agreement.

## ARTICLE 13

### SENIORITY

- 13.1 Seniority Calculation: Seniority shall be measured in terms of total compensable hours, excluding standby hours, since the most recent hire date within the bargaining unit. Hours not worked at the request of the Employer due to low census shall be included in the computation of seniority hours.
- 13.2 Longevity: Longevity applies to non-wage benefits, such as pension, insurances, and service awards. Longevity accrues from the date of hire by the Employer.
- 13.3 New employees: New employees shall be placed on the seniority list following completion of five hundred and twenty (520) worked hours.
- 13.4 Updated Seniority Lists: Updated seniority lists shall be posted and forwarded to the Union on a quarterly basis. Seniority ratings shall be permanent for the entire quarter. Provided, however, in filling a job vacancy posting or in the implementation of an employee layoff, the total seniority hours accumulated through the full pay period closed prior to the date of the job posting or date of notice of the layoff, shall apply.
- 13.5 Break in Seniority; Termination: Seniority shall be broken and terminated by:
- A. Voluntarily quitting employment
  - B. Discharge for cause
  - C. Failure to report for work from a layoff within one (1) week from the time of personal notification or receipt of certified letter of recall
  - D. Failure to apply for re-employment within statutory limitations after honorable discharge from military service
  - E. Twelve (12) consecutive months due to layoff. Seniority rights may be extended twelve (12) additional months upon written request from the employee, said request to be submitted to Human Resources not later than thirty (30) days prior to the expiration of the initial twelve (12) month period. The employer shall include this paragraph with the layoff notice issued to the employee.
  - F. Absence from work for a period in excess of twelve (12) months as a result of a non-workers

- compensation illness or injury or in excess of eighteen (18) months in case of a worker's compensation injury or illness
- G. Failure to return to work from a leave of absence at the appointed time without adequate and timely excuse.
  - H. Obtaining new employment while on a leave of absence, unless approved in writing, by the Employer.

## ARTICLE 14

### JOB PROTECTION/LAY-OFF

- 14.1 Layoff/ Rehire: Seniority shall govern in layoff and rehiring, providing qualifications are equal. Employees laid off due to lack of work shall be given priority according to seniority. The last employee hired shall be the first employee laid off, and the last employee laid off shall be the first employee re-hired. The Employer, in order to maintain the best operating efficiency, shall reserve the right to temporarily transfer employees from unit to unit within a department.
- 14.2 Retention/ Recall out of Sequence: An employee may be retained and/or recalled out of the sequence described above when employees with greater seniority do not have the ability to perform the duties within a period of orientation not to exceed two (2) weeks. This opportunity to orient shall not apply to the closed job classifications listed in Section 16.2.
- 14.3 Cross Training Opportunity: In the event of a layoff, an employee shall be afforded the opportunity to cross train into another available position so as to avoid layoff if (a) the employee is otherwise qualified for the position, and (b) the other position is occupied by a less senior employee, and (c) the cross training can be completed within a time period of two (2) weeks, and (d) the employee was denied the opportunity to cross train for the position within the preceding year on the basis of seniority.
- 14.4 Layoff Notice; Layoff Sequence: Should the Employer find it necessary to reduce the number of employees for lack of work, employees shall be laid off with fourteen (14) calendar days' notice. This notice does not apply to layoffs caused by internal/external disasters or bargaining unit activities.  
  
Layoffs shall be accomplished on a seniority by unit basis within the Nursing Department and on a seniority by department basis throughout the rest of the Employer's operations and facilities. Layoffs and reductions in hours shall occur in the following sequence within the involved department or unit: first casual employees, second part-time employees, third full-time employees. In all cases, the least senior employee within the status (casual, part-time, full-time) shall be laid off or reduced first.
- 14.5 Hiring & Utilizing On-call while Employees on Layoff: The Employer shall not hire employees into the bargaining unit until laid off employees holding seniority rights have been recalled, unless the laid off employees do not have the ability to perform the duties within an orientation of two (2) weeks. The Employer shall not utilize on-call employees whenever any qualified casual, part-time or full-time employee is laid off or reduced in hours, unless such laid off or reduced employees decline the work.
- 14.6 Payout of Earned Paid Time Off: An employee who is laid off will receive terminal PTO pay as if he/she had resigned with proper notice.

- 14.7 Bumping Rights: An employee who has received notice of layoff may bump another employee with less seniority provided:
- A. The employee possesses the ability to perform the duties of the position given an orientation period not to exceed two (2) weeks.
  - B. A position is available with similar hours (part-time to part-time, full-time to full-time)
  - C. The decision to bump another employee is made within seven (7) days of receipt of layoff notification.
- 14.8 Available Shifts: Employees on layoff will be offered available shifts for which they are qualified on an as needed basis and shall not incur any penalty for refusal.

## ARTICLE 15

### TEMPORARY STAFFING ADJUSTMENTS; EXCUSED DAYS

- 15.1 Unit Assignments: In accordance with Employer practices and procedures, unit assignments shall be considered flexible. An employee shall be given a minimum of two (2) hours advance notice prior to being excused for a shift (not grievable if error is made). When a temporary transfer is necessary, or when a shortage of work/human resources develops on a unit, employees, based on a rotation system shall be transferred to another unit within a department in order to maintain adequate service for the welfare of the patient and to assure economy of operation for the Employer.
- 15.2 Temporary Staffing Adjustments- Excused Day: When census fluctuations require temporary staff reductions on a shift by shift basis, the following procedure shall be followed:
- A. Use of Casual & On-call Employees: The Employer shall not use casual and on-call employees unless shifts have first been offered to and rejected by regularly scheduled staff through established Employer procedure.
  - B. Voluntary Low Need Days: Employees shall be allowed an opportunity to voluntarily take excused days off. Voluntary excused days shall be rotated as equally as possible. Employees shall accrue such seniority and benefits as would otherwise have been earned where eligible to work the days voluntarily forfeited.
  - C. Mandatory Low Need Days: If reductions cannot be met through the use of voluntary low need days, the Employer shall assign excused days on a rotation by shift and unit basis among the staff on each unit. Employees shall be limited to two (2) assigned excused days per month, not to exceed twelve (12) in a year.
    - 1. If employees on a unit have been assigned the maximum excused days per month or per year and there exists a need to reduce staff on that unit, an employee may bump the least senior person on another unit, in which they are qualified to work, in order to receive work and pay for that shift. An employee who bumps to another unit shall work the hours of the individual who has been bumped.
    - 2. An employee who declines the opportunity to cross-train may be assigned greater than the maximum absence days. An employee who has become cross-trained shall not be assigned greater than the maximum absence days.
    - 3. Excused days shall not be subject to the layoff provision of this Agreement.
    - 4. Employees may, at their discretion, use Paid Time Off (PTO) time to compensate for loss of pay. Up to four (4) Paid Time Off (PTO) days in a year may count as excused days. Any

other PTO time taken when excused to compensate for loss of pay shall not count as excused days as defined in Section 15.2, part C.

## ARTICLE 16 TRANSFERS AND CLOSED JOB CLASSIFICATIONS

### 16.1 Permanent Transfer:

- A. Postings. Notices of the vacancies and the qualifying details of bargaining unit positions, inclusive of work area, shall be posted for a minimum of five (5) days. The president will receive all job postings if requested.

The Employer shall maintain an employment section on its website with a description of current vacancies. (Currently, the employment website is located at [www.range.fairview.org](http://www.range.fairview.org)).

- B. Selection Criteria for Transfer. The senior employee making application shall be transferred to fill the vacancy or new position, provided he/she has the documented performance record and qualifications necessary to perform the job involved. The Employer shall make the determination as to whether or not an applicant possesses the documented performance record and qualifications necessary to perform the job.

For the purposes of this Article only, in determining documented performance record, the Employer will not take into consideration first written warnings to the employee that occurred more than one (1) year prior, or second written warnings to the employee that occurred more than three (3) years prior, to the date of consideration. For the year following a suspension, the Employer may deny eligibility to an employee to bid on or otherwise transfer into any other position or job classification. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure. Until such vacancy is permanently filled, the Employer may assign any employee to temporarily fill such vacancy.

- C. Ineligibility Period for Transfer. Employees may not transfer within the first eleven (11) month period from their hire/rehire date. During a period of one (1) calendar year, an employee shall be limited to one (1) transfer. This transfer provision shall not apply to persons transferring from a casual, on-call, or part-time position to a full-time position or to employees transferring to or from a temporary position.

- 16.2 Trial Period/ Closed Job Classifications: An employee permanently transferred to another unit or classification shall be considered as needing to complete a trial period of three (3) calendar months or five hundred and twenty (520) hours, whichever is less. There shall be a six (6) month trial period for closed job classifications. Should the Employer determine the employee unsuitable for this new position, for a reasonable reason (although not necessarily just cause), during the trial period, the employee shall be transferred to his/her previous unit or classification. The Employer shall give the employee a written statement of the reason. The employee shall retain the right to appeal the Employer's decision through the normal grievance procedure.

Closed job classifications are identified as follows:

Instrument Technician/Supply Assistant

Supply Assistant  
Surgical Technician  
Unit Assistant in Surgery Department  
Unit Assistant/Ward Clerk  
Switchboard Operator  
Admitting Clerk  
Cook

An employee accepting a transfer to a non-bargaining unit position shall retain seniority rights for a period of six (6) months, commencing with the first date said employee works in such non-bargaining unit position. Such seniority rights shall be applicable only for the purpose of job bid, placement on the salary schedule, and retention of accrued benefits.

- 16.3 Temporary Positions: In the event the Employer wishes to fill a position on a temporary basis, the language of Section 16.1 shall apply, and the length of the temporary position must be specified. The minimum length of a temporary position will be sixty (60) days. The maximum length of a temporary position will be nine (9) months.

The Employer may revoke a temporary position by giving two (2) weeks written notice to the affected individual (s).

An individual who has filled a temporary position shall be returned to his or her previous position unless said position has been eliminated by the Employer. The layoff and recall provisions of Article 14 shall be applicable to employees whose positions have been eliminated in these situations.

## ARTICLE 17 DISCIPLINE AND DISCHARGE

- 17.1 Progressive Discipline/Documentation/Gross Misconduct. Employees shall not be disciplined, suspended or terminated except for just cause. The Employer shall observe measures of progressive discipline:

- A. First Written Warning
- B. Second Written Warning
- C. Suspension
- D. Termination

All measures of progressive discipline will be documented in the employee's personnel file, provided, however, a first written warning shall only consist of a brief general statement documenting that a first written warning was given and same shall not contain specific descriptions of the incident in question.

The Employer may bypass one (1) or more steps of progressive discipline in cases of gross misconduct, including, but not limited to, theft, intentional falsification of any pay record, neglect or abuse of a patient as defined under the Vulnerable Adult Act, intentional damage to property, and violation of HTPAA.

- 17.2 Counseling: Counseling shall be utilized as a continuing method for correcting problems of



discipline.

- 17.3 Union Representation: The employee may request the presence of a Union representative at meetings with the Employer to discuss disciplinary action (other than counseling)
- 17.4 Copy to Union: In all cases, a copy of disciplinary warning, suspension, or discharge shall be provided to the Union at the same time as to the employee.
- 17.5 Mandatory Training. If an employee fails to comply with the training schedule established by the Employer without just cause, the employee will be subject to the disciplinary procedure set forth in this Contract.
- 17.6 Failure to Report for Work: An employee failing to report for work as scheduled shall be subject to disciplinary action. If within twenty-four (24) hours of when the employee's shift was to begin the employee furnishes a justifiable excuse for the failure to report, there shall be no discipline. If emergency circumstances prevented the employee from timely furnishing the excuse, there shall be no discipline; provided, however, that the explanation of the emergency circumstances shall be given (a) within seventy-two (72) hours after the employee first failed to report for work as scheduled, and (b) before the employee is allowed to return to work. If the seventy-two (72) hours deadline is not met, the employee shall be deemed to have resigned.
- 17.7 Work Rules and Regulations: Employees shall abide by the reasonable rules and regulations established with respect to the conduct of their duties and obligations. The breach of said duties and obligations may be just cause for discipline, up to and including discharge.
- 17.8 Absenteeism
- Absenteeism would be considered a separate track for discipline.
  - Absenteeism would be defined as:
    - Unscheduled PTO (UPTO)
      - Time that is unplanned away from work—sick call, family emergency/
    - Non Paid Personal (NPPER)
      - Time that is not paid as PTO due to an inadequate PTO balance
    - Non Paid Sick Allowance (NPSA)
      - Sick time that is not paid at PTO due to an inadequate PTO balance
    - Tardy (any minutes after the shift start time)
  - Unacceptable absenteeism is defined as:
    - Greater than 3% UPTO
    - Use of NPPER
    - Use of NPNSA
    - A pattern of tardiness
  - Absenteeism would be counted on a rolling calendar year
  - Four instances of unacceptable absenteeism as defined above per rolling calendar year would result in termination of employment
  - Both parties agree that all other discipline would be handled as defined by the current contract and as described above.

ARTICLE 18  
GRIEVANCE AND ARBITRATION PROCEDURE

18.1 Grievance Consideration; No Reprisal: 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.

18.2 Grievance Procedure: Should differences arise between the Employer and the Union as to the interpretation of or adherence to the terms and provisions set forth herein, or should a grievance arise, an earnest effort shall be made to settle such difference or grievance promptly and in the following manner

Step 1. The employee shall informally discuss the grievance with his/her manager.

Step 2. Should the grievance not be resolved at the time of the Step 1 informal discussion, it shall be placed in writing with the original routed to the Human Resources Director or designee. The written grievance shall be received within fourteen (14) calendar days after the date of occurrence. A grievance relating to pay shall be timely when received within fourteen (14) calendar days after the payday for the period during which the grievance occurred. Within fourteen (14) calendar days after receipt of the written grievance, a meeting to consider the grievance shall be held among representatives of the Employer, the Union and the employee.

The department manager and such other person(s) as the Employer determines shall participate in the meeting as representatives of the Employer.

Within fourteen (14) calendar days following the Step 2 meeting, the Employer shall reply in writing to the Union and the employee.

Step 3. Should the grievance not be resolved in Step 2, the parties may mutually agree to refer that matter to non-binding mediation through either the FMCS or the BMS. Any request for mediation by either party shall be in writing within fourteen (14) days after receipt by the Union of the Employer's answer at Step 2. If the parties are unable to resolve the grievance in mediation, the parties may proceed with Step 4 below.

Step 4. Should the grievance not be resolved in Step 2, or optional Step 3, 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 receipt of a written reply to the grievance in Step 2 or within fourteen (14) days after the grievance mediation meeting at Step 3.

18.3 Arbitrator Selection: The arbitration request shall be referred to an arbitrator selected by the parties from a list of seven (7) arbitrators requested from the Federal Mediation and Conciliation Service or the State Bureau of Mediation Services. The parties shall alternately strike names from the list until one remains, who shall be the arbitrator. The order of striking from the list shall be determined by the flip of a coin.

18.4 Arbitration Decision: The arbitrator's decision shall be final and binding upon the Union, the Employer, and the grievant. The decision 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.

- 18.5 Grievance Procedure Time Limits: The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being waived, and it shall not be submitted to arbitration. The time limitations provided herein may be extended by the mutual written agreement of the Employer and the Union.
- 18.6 Arbitrator Authority: 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.

## ARTICLE 19 RESIGNATION

The employee shall give the Employer four (4) weeks' notice of termination of employment, unless such employee is unable to furnish that amount of notice through no fault of the employee. In such case, the employee shall furnish the Employer as much notice as is reasonably possible. When an employee gives less than four (4) weeks' notice of termination of employment, terminal PTO shall be waived. Scheduled PTO may be taken during the notice period at the discretion of the department manager or if required by law.

**The Employer retains the discretion to wave the notice requirement of this section where the waiver is deemed to be in the best interest of the Employer. Terminal PTO payout will occur as outlined in Section 7.9 of this agreement.**

## ARTICLE 20 GENERAL

### 20.1 Union Members:

- A. Legitimate Union Activity: The Employer shall not discriminate against authorized Union members for legitimate activities that include investigation and processing of formal grievances. Such activities shall be without loss of pay when excused from scheduled work. The preceding sentence shall not apply to arbitration proceedings.
- B. Permission Required: Employees appointed to participate in such legitimate Union activity shall notify and obtain permission from their manager(s) before leaving their work assignments. No permission to leave work assignments shall be granted where the manager(s) determines that certain essential services are in progress.
- C. Staff Representative: The Staff Representative of the Union or authorized representative may contact employees on the Employer premises provided that on each visit such representatives make their presence known to the head of the Human Resources Department (Manager or

Director) or his/her designate and shall indicate the purpose of the visit, and identify those areas of the Employer which the representatives desire to visit.

- D. Non-interference: All activities by Union representatives shall be conducted so as not to interfere with patients, employees, or visitors.
- E. Excused Days for Some Union Business: Excused days shall be granted to an employee who is elected as a state officer and/or a delegate to AFSCME state or national conventions to attend official meetings at convention sessions or any other Union business. Prior notice of such excused days shall be given before schedule generation.
- F. AFSCME Political Fund - Payroll Deduction: The Employer agrees to provide a payroll deduction option for employees for the AFSCME political fund known as "People". Employees must submit a written payroll deduction authorization. The deduction must be for a minimum of one year and will be taken out each pay period. The minimum deduction per pay period is two dollars and fifty cents (\$2.50).
- G. New Employee Welcome Packet: The Employer agrees to present a Union packet at New Employee Welcome to new hires into the AFSCME bargaining unit. The Union will provide packets to the Employer for this distribution. The contents of such packets are subject to mutual agreement of the parties.

20.2 Bulletin Board: The Employer shall provide a bulletin board for the purpose of posting notices or other written materials that have to do with the conduct of Union business. The Union shall promptly remove materials that are outdated. Nothing herein shall preclude the Employer from removing materials that are posted in other areas of the Employer's facilities.

20.3 Safety and Health: The Employer shall maintain reasonable provisions for the safety and health of employees and conform with State and Federal laws and regulations. When the Employer requires employees to submit to medical tests, such tests shall be at the expense of the Employer.

20.4 Breakage: It is not the policy of the Employer to charge employees for breakage. When breakage involves an expensive piece of equipment, it should be reported to the manager.

20.5 Uniforms: The Employer shall furnish uniforms without charge to the employees in the following groups: Dietary, laundry, housekeeping and maintenance. The selection of type and number of uniforms to be furnished each employee shall be at the discretion of the Employer.

20.6 Mileage. If an employee uses a personal vehicle in the performance of work for the Employer, the Employer shall reimburse the employee for mileage according to the following rules:

- a) Mileage incurred between home and any work site, or vice versa, shall be reimbursed only to the extent that the distance exceeds the mileage the employee incurs in commuting to or from his or her normal work site.
- b) Any other mileage shall be reimbursed in its entirety.
- c) Reimbursement shall be at the IRS rate in effect at the time.

20.7 Cross Training:

- a) For purposes of this Agreement, cross training means the training an employee receives so that

the employee becomes qualified to work on an as-needed basis elsewhere, in addition to working in the employee's posted position. There are two (2) kinds of cross training. First, cross training usually is given so that the employee may work within his or her posted job classification as needed in different or additional areas, units or departments of the facility. Second, in some cases cross training is given so that the employee may work in a different job classification as needed; provided, however, that only training lasting two (2) weeks or less will qualify as this second kind of cross-training. Cross training does not mean, and does not necessarily preclude, on the job training or in-house training of an employee so that the employee may leave his or her original job classification and work in a different job classification, something that may be accomplished only under section 16.1 (Permanent Transfer)

- b) The Employer shall post notice, for a period of five (5) days, of cross-training opportunities it chooses to make available.
- c) The Employer shall not unreasonably deny cross-training opportunities to those employees expressing interest. Factors the Employer may consider relative to the appropriateness of cross training a particular employee for a particular purpose include but are not necessarily limited to the employee's documented performance record, the employee's history or practice of working (or not working) extra shifts or filling in when requested, whether the employee could actually be used in the cross-trained position after completion of the cross training, and whether the employee has cooperated with prior cross-training efforts.
- d) In the absence of a reasonable reason to deny a cross-training opportunity, seniority within the involved department shall control the selection of employees from among those expressing interest.
- e) If the Employer denies a cross-training opportunity to an employee who timely expressed interest, the Employer shall furnish the employee with a written statement of the reasons for the denial. In the event the employee does not concur in the determination, the employee shall have the right to appeal through the normal grievance procedure.
- f) The Employer may elect to discontinue cross-training an employee for justifiable reasons. The employee may elect to discontinue cross training for any reason.

20.8 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. The Employer may withhold from review items which are expressly confidential, including references.

## ARTICLE 21 DRUG AND ALCOHOL TESTING POLICY

On March 27, 2007, the Employer and the Union agreed to a written drug and alcohol testing policy, which is incorporated into this Agreement as though fully set forth here. The policy may be reviewed by any employee during normal business hours in the Human Resources Department, and any employee may have a copy of the policy if he or she wishes.

## ARTICLE 22 SUCCESSOR CLAUSE

This Agreement shall be binding upon the successors and assignees of the parties hereto, under this Contract, and no provisions, terms or obligations herein contained shall be affected, modified, altered or

changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto or affecting, modified, altered or changed in any respect whatsoever by the change of any kind in the ownership or management of either party hereto or by the change geographically or place of business of either party hereto.

## ARTICLE 23 SEVERABILITY

- 23.1 Force and Effect: It is the expressed intention of this Agreement that all provisions not declared invalid or unenforceable shall remain in full force and effect. In the event that any provision of this Agreement shall be declared invalid or unenforceable by an appropriate court or government regulation or decree, such decision shall not invalidate the entire agreement, but only those provisions specifically invalidated.
- 23.2 Laws Prevail: In the event that any provision of this Agreement conflicts with the provisions of Federal and State Laws, then the provisions of said laws shall prevail and supersede the conflicting provisions.

## ARTICLE 24 TUITION REIMBURSEMENT

The Employer shall reimburse the employee fifty percent (50%) of expenses incurred for tuition and required books up to a maximum of two thousand dollars (\$2,000) per year for educational course work at an accredited institution under the following circumstances:

- 24.1 Course work must be taken for the purpose of and shall lead to the acquisition of an Associate or Baccalaureate degree in Nursing or a certification or degree in the diagnostic imaging (radiology) or respiratory care fields. All courses required by the educational institution for the program or degree, including, for example, required humanities courses, shall be eligible for reimbursement.
- 24.2 The Employer must approve the proposed course or sequence of studies prior to each course for which reimbursement is requested.
- 24.3 The employee must sign a certificate that she or he will continue to or return to work at the Employer's facility for at least two thousand eighty (2,080) hours in a benefit eligible position after completion of the course or sequence of studies.
- 24.4 Payment shall be made upon satisfactory completion (grade "c" or better) of each course for which reimbursement has been approved. Provided, nevertheless, that the employee shall repay the Employer any reimbursement she or he has been paid hereunder to the extent that she or he does not comply with the stipulations in (3) above for at least two thousand eighty (2080) hours after completion of the course or sequence of studies.
- 24.5 The determination whether or not to approve any employee's request for such educational reimbursement shall be at the sole discretion of the Employer and no claim shall be made for such reimbursement unless the Employer has, prior to the commencement of the educational program, stated its agreement to so reimburse in writing.
- 24.6 The determination of the Employer to approve or disapprove such a request shall not be a grievable matter.

**ARTICLE 25**  
**CREDIT FOR EXPERIENCE**

Effective the first full pay period after July 1, 2004, for purposes of establishing a wage for a newly hired employee, the Employer may give credit for relevant experience. The Employer may require verification of experience from previous employment and may specify what information is needed. Upon request, the Union will be provided a copy of the experience verification.

- In order for Credit for Experience to be considered the employee must submit the request for credit for experience within 30 days of hire or in the case of a transfer, within 30 days of the transfer.
- New Employees: The credit shall be implemented upon completion of probation and shall be retroactive to the new employee's first day of employment.
- Experience credit may be granted up to a maximum of the preceding five (5) years.
- Employee will be placed on the pay step for the appropriate job classification, as identified on the contract salary schedule.
- In the case of a transfer to a different classification, the wage may be adjusted and the employee would lose credit for experience that is not relevant for the position.
- If an employee transfers to a different classification and has relevant experience within the last five (5) years in the new classification that was not previously considered, credit for experience may be given.

**ARTICLE 26**  
**WAGES**

26.1 Wages Increases:

Effective the first full pay period after March 1, 2019 all wage rates and ranges shall be increased by three percent (3%) as set forth in Appendix A.

Effective the first full pay period after March 1, 2020 all wage rates and ranges shall be increased by two and one-half percent (2 1/2%) as set forth in Appendix A.

Effective the first full pay period after March 1, 2021 all wage rates and ranges shall be increased by two and one-half percent (2 1/2%) as set forth in Appendix A.

- 26.2 Temporary Supervisor Pay: Any employee who is assigned to work in the position of supervisor to fill in during an absence by same shall be paid an additional fifty cents (\$.50) per hour for all such hours worked.
- 26.2 Lead Person Pay: Any employee who is designated by the Employer as a lead person or equivalent shall be paid an additional one dollar (\$1.00) per hour for all hours worked as such. The lead person premium and the supervisory premium shall not be duplicated for the same hours.
- 26.3 Hazardous Waste Specialist: The employee designated the Hazard Waste Specialist shall earn \$1.00 an hour when he/she is doing that part of the job.
- 26.4 Certification Premium for Admitting Clerk: Effective in the first full pay period in 2012 Admitting

Clerks who successfully achieve the Certified Patient Account Technician (CPAT) certification (through the American Association of Healthcare Administrative Management/ AAHAM) and maintain that certification shall be paid a one dollar (\$1.00) per hour premium. This amount shall be paid in addition to the base wage listed on the wage table and shall apply to all hours paid while assigned to the Admitting Clerk classification. To be eligible, such employees must provide the Employer with proof of ongoing certification

It is understood that such certification is a job requirement. Any fees for testing or preparation for certification are the responsibility of the employee. The time spent taking the test for the first time will be paid by the Employer. However, time spent in preparation for such testing is on the employee's own time

26.5 Miscellaneous Wage Provisions: Except as provided above, all new hires shall be paid the "start" rate set forth above for their job classification and shall be granted the appropriate step increases as indicated above until the maximum is reached. Except as provided above, current employees shall be credited with total length of unbroken service in placement on the wage table. An employee who works in another classification on an intermittent basis (as opposed to filling a temporary or other posting) shall be paid the wage for the other classification or the wage for the employee's posted classification, whichever is greater, for all hours worked in the other classification. However, employees trading shifts (with Employer approval) and employees who ask to work in the other classification shall be paid the wage for the classification in which the work is performed.

26.6 Preceptor Pay: Effective the first full pay period following March 1, 2019, any Employee who is scheduled/assigned as preceptor will receive \$1.00 above their regular rate of pay. Lead employees do not qualify for preceptor pay; duplication of pay.

## ARTICLE 27 NO STRIKE/ NO LOCKOUT

During the term of this Agreement, there shall be no strikes or lockouts of any kind, including sympathy strikes, whatsoever during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute. The employer shall not engage in any concerted lock out of any bargaining unit employees. No employee shall engage in any concerted refusal to work, slowdown, or work stoppage. The failure or refusal on the part of any employee to comply with the provisions of this section may result in immediate discipline up to and including discharge. If any employee is disciplined or discharged for allegedly violating this section, he or she may proceed through the grievance procedure contained in this Agreement.




ARTICLE 28  
TERM OF AGREEMENT


This Agreement shall become effective on the first day of March, 2019 , and shall continue in full force and effect until the 28th day of February, 2022, when it automatically renews itself and continues in full force and effect from year to year thereafter, unless written notice is given by either party to the other not less than ninety (90) days prior to the expiration of this Agreement that changes are desired in any or all of its provisions. Said notice must be in writing.


IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed this 5<sup>th</sup> day of February, 2019.


RANGE REGIONAL HEALTH SERVICES  
A MINNESOTA NON-PROFIT  
CORPORATION  
HIBBING, MINNESOTA

LOCAL #1119, AMERICAN FEDERATION  
OF COUNTY, STATE AND MUNICIPAL  
EMPLOYEES, AFL-CIO

By:   
Patrick Sharp  
Chief Executive Officer

By:   
Thomas Whiteside  
Staff Representative

By:   
Lynn Hachey  
Director of Human Resources

By:   
Rex Rowe  
President Local #1119

AFSCME  
American Federation of State, County and Municipal Employees, AFL-CIO

## **LETTER OF UNDERSTANDING**

**Re: Special Four Hour Work Day - ADMITTING**

April 23, 2010

Revised: May 13, 2016

This documents the parties' agreement concerning ARTICLE 4 DEFINITIONS, Section 4.1 Work Day. Part b) Three and Four (4) hour Work Day as follows:

1. In addition to the provisions of the section referenced above, the parties agree that employees assigned to the position of Admitting Clerk may be scheduled for an extra work day with a minimum of four (4) hours.
2. This extra shift may be absorbed by the existing part time staff without creating any overtime or other premium pay.

RANGE REGIONAL HEALTH SERVICES

By: *Mitchell Vincent*

Dated: *April 23, 2010*

Mitch Vincent, Director — Human Resources

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

By: *Don Roberts*

Dated: *April 23, 2010*

Don Roberts, President Local #1119

AFSCME  
American Federation of State, County and Municipal Employees, AFL-CIO

## LETTER OF UNDERSTANDING

**Re: Tuition Reimbursement for MATERIALS MANAGEMENT Certification**  
December 29, 2014

This LETTER OF UNDERSTANDING documents the parties' agreement related to changes in Article 24 Tuition Reimbursement. The addition will be as follows:

24.7 Examination and enrollment fee for the IAHSMM CRST examination will be reimbursed by the employer 100% (first time). Continuing education credits required to maintain certification or reimbursement for such with prior approval from management will be covered 100%. Section 24.3 will apply. If employee fails to maintain certification, examination, enrollment fees and CEU's must be reimbursed to the employer.

RANGE REGIONAL HEALTH SERVICES

By: *Mitchell Vincent*

Dated: *December 29, 2014*

Mitchell Vincent, Vice President — Organizational Support

AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES, COUNCIL 65,  
LOCAL UNION 1119

By: *George Rajkovich*

Dated: *December 29, 2014*

George Rajkovich, President Local #1119

By: *Mark Mandich*

Dated: *January 2, 2015*

Mark Mandich, Staff Representative

1.030

**New Contract: Effective first full pay period after ratification-03/1/19**

Category	0	520	2080	4160	10400	14560	16640	20800	31200	41600	52000
1	11.83	12.04	12.79	14.02	14.43	14.53	14.66	15.22	15.60	16.04	16.47
2	11.98	12.20	12.99	14.15	14.57	14.69	14.82	15.39	15.71	16.17	16.63
3	12.17	12.49	13.18	14.36	14.76	14.90	15.08	15.63	15.98	16.39	16.82
4	12.54	12.74	13.50	14.71	15.11	15.22	15.36	15.95	16.29	16.75	17.18
5	13.42	13.70	14.43	15.64	16.04	16.15	16.29	16.86	17.25	17.67	18.11
5A	13.70	13.99	14.74	15.97	16.38	16.49	16.64	17.22	17.62	18.05	18.49
6	14.34	14.61	15.32	16.50	16.94	17.09	17.20	17.83	18.16	18.59	19.03
7	16.66	16.82	17.49	18.49	18.98	19.12	19.26	19.89	20.26	20.67	21.12
8	21.77	22.39	22.94	23.92	24.56	24.70	24.78	25.53	25.88	26.30	26.78
9	24.35	24.68	25.20	26.21	26.84	26.97	27.09	27.83	28.19	28.58	29.04
10	36.25	37.05	37.87	38.69	39.51	40.19	40.83	41.50	42.14	42.80	43.27

1.025

**New Contract: Effective first full pay period after 03/1/20**

Category	0	520	2080	4160	10400	14560	16640	20800	31200	41600	52000
1	12.13	12.34	13.11	14.37	14.79	14.89	15.03	15.60	15.99	16.44	16.88
2	12.28	12.51	13.31	14.50	14.93	15.06	15.19	15.77	16.10	16.57	17.05
3	12.47	12.80	13.51	14.72	15.13	15.27	15.46	16.02	16.38	16.80	17.24
4	12.85	13.06	13.84	15.08	15.49	15.60	15.74	16.35	16.70	17.17	17.61
5	13.76	14.04	14.79	16.03	16.44	16.55	16.70	17.28	17.68	18.11	18.56
5A	14.04	14.34	15.11	16.37	16.79	16.90	17.06	17.65	18.06	18.50	18.95
6	14.70	14.98	15.70	16.91	17.36	17.52	17.63	18.28	18.61	19.05	19.51
7	17.08	17.24	17.93	18.95	19.45	19.60	19.74	20.39	20.77	21.19	21.65
8	22.31	22.95	23.51	24.52	25.17	25.32	25.40	26.17	26.53	26.96	27.45
9	24.96	25.30	25.83	26.87	27.51	27.64	27.77	28.53	28.89	29.29	29.77
10	37.16	37.98	38.82	39.66	40.50	41.19	41.85	42.54	43.19	43.87	44.35

1.025

**New Contract: Effective first full pay period after 03/1/21**

Category	0	520	2080	4160	10400	14560	16640	20800	31200	41600	52000
1	12.43	12.65	13.44	14.73	15.16	15.26	15.41	15.99	16.39	16.85	17.30
2	12.59	12.82	13.64	14.86	15.30	15.44	15.57	16.16	16.50	16.98	17.48
3	12.78	13.12	13.85	15.09	15.51	15.65	15.85	16.42	16.79	17.22	17.67
4	13.17	13.39	14.19	15.46	15.88	15.99	16.13	16.76	17.12	17.60	18.05
5	14.10	14.39	15.16	16.43	16.85	16.96	17.12	17.71	18.12	18.56	19.02
5A	14.39	14.70	15.49	16.78	17.21	17.32	17.49	18.09	18.51	18.96	19.42
6	15.07	15.35	16.09	17.33	17.79	17.96	18.07	18.74	19.08	19.53	20.00
7	17.51	17.67	18.38	19.42	19.94	20.09	20.23	20.90	21.29	21.72	22.19
8	22.87	23.52	24.10	25.13	25.80	25.95	26.04	26.82	27.19	27.63	28.14
9	25.58	25.93	26.48	27.54	28.20	28.33	28.46	29.24	29.61	30.02	30.51
10	38.09	38.93	39.79	40.65	41.51	42.22	42.90	43.60	44.27	44.97	45.46

1,030

New Contract: Effective first full pay period after ratification-03/1/19

Category	0	520	2080	4160	10400	14560	16640	20800	31200	41600	52000
1	11.83	12.04	12.79	14.02	14.43	14.53	14.66	15.22	15.60	16.04	16.47
2	11.98	12.20	12.99	14.15	14.57	14.69	14.82	15.39	15.71	16.17	16.63
3	12.17	12.49	13.18	14.36	14.76	14.90	15.08	15.63	15.98	16.39	16.82
4	12.54	12.74	13.50	14.71	15.11	15.22	15.36	15.95	16.29	16.75	17.18
5	13.42	13.70	14.43	15.64	16.04	16.15	16.29	16.86	17.25	17.67	18.11
5A	13.70	13.99	14.74	15.97	16.38	16.49	16.64	17.22	17.62	18.05	18.49
6	14.34	14.61	15.32	16.50	16.94	17.09	17.20	17.83	18.16	18.59	19.03
6A	15.07	15.35	16.09	17.33	17.79	17.96	18.07	18.74	19.08	19.53	20.00
7	16.66	16.82	17.49	18.49	18.98	19.12	19.26	19.89	20.26	20.67	21.12
8	21.77	22.39	22.94	23.92	24.56	24.70	24.78	25.53	25.88	26.30	26.78
9	24.35	24.68	25.20	26.21	26.84	26.97	27.09	27.83	28.19	28.58	29.04
10	36.25	37.05	37.87	38.69	39.51	40.19	40.83	41.50	42.14	42.80	43.27

1,025

New Contract: Effective first full pay period after 03/1/20

Category	0	520	2080	4160	10400	14560	16640	20800	31200	41600	52000
1	12.13	12.34	13.11	14.37	14.79	14.89	15.03	15.60	15.99	16.44	16.88
2	12.28	12.51	13.31	14.50	14.93	15.06	15.19	15.77	16.10	16.57	17.05
3	12.47	12.80	13.51	14.72	15.13	15.27	15.46	16.02	16.38	16.80	17.24
4	12.85	13.06	13.84	15.08	15.49	15.60	15.74	16.35	16.70	17.17	17.61
5	13.76	14.04	14.79	16.03	16.44	16.55	16.70	17.28	17.68	18.11	18.56
5A	14.04	14.34	15.11	16.37	16.79	16.90	17.06	17.65	18.06	18.50	18.95
6	14.70	14.98	15.70	16.91	17.36	17.52	17.63	18.28	18.61	19.05	19.51
6A	15.45	15.73	16.49	17.76	18.23	18.41	18.52	19.21	19.56	20.02	20.50
7	17.08	17.24	17.93	18.95	19.45	19.60	19.74	20.39	20.77	21.19	21.65
8	22.31	22.95	23.51	24.52	25.17	25.32	25.40	26.17	26.53	26.96	27.45
9	24.96	25.30	25.83	26.87	27.51	27.64	27.77	28.53	28.89	29.29	29.77
10	37.16	37.98	38.82	39.66	40.50	41.19	41.85	42.54	43.19	43.87	44.35

1,026

New Contract: Effective first full pay period after 03/1/21

Category	0	520	2080	4160	10400	14560	16640	20800	31200	41600	52000
1	12.43	12.65	13.44	14.73	15.16	15.26	15.41	15.99	16.39	16.85	17.30
2	12.59	12.82	13.64	14.86	15.30	15.44	15.57	16.16	16.50	16.98	17.48
3	12.78	13.12	13.85	15.09	15.51	15.65	15.85	16.42	16.79	17.22	17.67
4	13.17	13.39	14.19	15.46	15.88	15.99	16.13	16.76	17.12	17.60	18.05
5	14.10	14.39	15.16	16.43	16.85	16.96	17.12	17.71	18.12	18.56	19.02
5A	14.39	14.70	15.49	16.78	17.21	17.32	17.49	18.09	18.51	18.96	19.42
6	15.07	15.35	16.09	17.33	17.79	17.96	18.07	18.74	19.08	19.53	20.00
6A	15.84	16.12	16.90	18.20	18.69	18.87	18.98	19.69	20.05	20.52	21.01
7	17.51	17.67	18.38	19.42	19.94	20.09	20.23	20.90	21.29	21.72	22.19
8	22.87	23.52	24.10	25.13	25.80	25.95	26.04	26.82	27.19	27.63	28.14
9	25.58	25.93	26.48	27.54	28.20	28.33	28.46	29.24	29.61	30.02	30.51
10	38.09	38.93	39.79	40.65	41.51	42.22	42.90	43.60	44.27	44.97	45.46