

**AGREEMENT**

**BETWEEN**

**THE AMERICAN FEDERATION OF STATE, COUNTY AND  
MUNICIPAL EMPLOYEES, AFL-CIO**

**TECHNICAL EMPLOYEES UNIT**

**AND**

**COOK HOSPITAL  
COOK, MINNESOTA**

**JANUARY 1, 2016 THROUGH DECEMBER 31, 2018**

## TABLE OF CONTENTS

ARTICLE I	RECOGNITION	1
ARTICLE II	UNION SECURITY AND DUES DEDUCTION	1
ARTICLE III	INTENT AND PURPOSE	3
ARTICLE IV	RIGHTS OF MANAGEMENT	3
ARTICLE V	HOURS OF WORK	4
ARTICLE VI	DEFINITION OF EMPLOYEES	5
ARTICLE VII	HOLIDAY PROVISIONS	6
ARTICLE VIII	PAID TIME OFF (PTO)	7
ARTICLE IX	ATTENDANCE	13
ARTICLE X	LEAVE OF ABSENCE	13
ARTICLE XI	INSURANCES	17
ARTICLE XII	WAGE ADMINISTRATION	19
ARTICLE XIII	SENIORITY	21
ARTICLE XIV	VACANT POSITIONS	23
ARTICLE XV	TERMINATION OF EMPLOYMENT	23
ARTICLE XVI	DISCIPLINE, DISMISSALS, DEMOTIONS AND TRANSFERS	23
ARTICLE XVII	GRIEVANCE PROCEDURE	24
ARTICLE XVIII	BULLETIN BOARD	26
ARTICLE XIX	EDUCATIONAL LEAVE	26
ARTICLE XX	GENERAL PROVISIONS	26
ARTICLE XXI	RETENTION OF BENEFITS	27
ARTICLE XXII	SUCCESSOR CLAUSE	27
ARTICLE XXIII	BINDING ARBITRATION	27
ARTICLE XXIV	DURATION OF AGREEMENT	27

## AGREEMENT

THIS AGREEMENT is entered into effective the 1st day of January, 2016, or as otherwise specifically provided herein only in regard to employees employed by the Employer on the date this Agreement is signed by both parties or hired thereafter, by and between the Cook Hospital of Cook, Minnesota, hereinafter referred to as the "EMPLOYER", and Local Union No 3459, American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and Congress of Industrial organization, hereinafter referred to as the "UNION", in the unit consisting of all Technical Employees.

### ARTICLE I RECOGNITION

#### Section 1

The Employer hereby recognizes Local Union No. 3459, Minnesota Council 65, AFSCME, AFL-CIO, as the exclusive representative for collective bargaining purposes for all Technical Employees of the Cook Community Hospital and C&NC Facility, excluding supervisory, confidential and all other employees.

### ARTICLE II UNION SECURITY AND DUES DEDUCTION

#### Section 1

It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union in good standing on the effective date of this Agreement shall remain members in good standing, and those who are not members on the effective date of this Agreement shall, after the successful completion of thirty (30) working days shall become and remain members in good standing.

#### Section 2

It shall be understood that only upon the Employer receiving a signed authorized payroll deduction card, the Employer shall deduct an amount each pay period sufficient to provide the payment of regular dues and/or other Union approved employee authorized deductions, established by the Union from the wages of all employees. The Employer shall remit such deductions, established by the Union from the wages of all employees. The Employer shall remit such deductions to AFSCME Council 65 Administrative office with a list of the names of the employees from whose wage deductions were made along with other pertinent employee information necessary for the collection and administration of the Union dues preferably in an Excel formatted report that may be electronically transmitted or by U.S. mail. The Union shall provide the formula or schedule (if applicable) to calculate the actual dues deduction to the Employer and will provide a spreadsheet that can be used to calculate the actual dues along with any set amount for local assessments, in an electronic Excel format or via U.S. mail.

### Section 3

The Employer may only terminate deductions from the employee's wages upon the employee giving the Employer and the Local 3459 President written authorization, not less than thirty (30) days prior to revocation of the check-off authorization, and pursuant to the terms of the check-off authorization. At that time, the Employer will discontinue further deductions.

### Section 4

The Union may collect an Agency/Fair Share fee, in an amount determined by the Union, from bargaining unit members who choose not to become members of the Union. However, any such fees so collected by the Union shall be accomplished in accordance with the applicable terms of Minn. Stat. Sect. 179A.06. Subd. 3. In the event an employee does not have a valid check-off authorization in effect, it is the employees' responsibility to remit Union dues or Agency/Fair Share Fees directly to AFSCME Council 65. The parties recognize that if an employee fails to remit Union dues or Agency/Fair Share Fees to the Union, upon request of the Union, the employee will be terminated from employment.

### Section 5

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

### Section 6

No member of the Bargaining Unit covered by this agreement shall, on the grounds of Union participation, race, color, national origin, sex, age, creed, religion, marital status, status with regard to public assistance, sexual orientation, disability or qualified handicapped person shall solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity.

### Section 7

#### Union Participation

The Employer agrees to permit the necessary time off without pay and without discrimination to any employee designated by the Union to attend a labor convention or serve in any official Union capacity contingent upon staffing needs, provided however, such approval shall not be unreasonably withheld. Such employee shall not lose his/her seniority rights or any other rights. The employee shall give the Employer as much advance notice as possible.

Union representatives shall be permitted to meet and confer with bargaining unit employees at the work site and with Employer management representatives, without loss of pay, for the

purpose of contract negotiations and regarding a dispute, controversy or grievance, and to assure that the Agreement is being properly administered.

### ARTICLE III INTENT AND PURPOSE

The purpose of this Agreement is to: (a) promote and insure harmonious relations, cooperation and understanding between the Employer and its employees; (b) to encourage economy of operation and the protection of property; (c) to establish standard hours of work, rates of pay, and working conditions; and to these ends, the Employer pledges its employees considerate and courteous treatment, and the employees directly and through their agent (the Union) pledge the Employer loyal and efficient service.

### ARTICLE IV RIGHTS OF MANAGEMENT

AFSCME recognizes and agrees that the Cook Hospital govern all aspects of operating the hospital and to direct its workforce at all times in its sole discretion except to the extent specifically limited by the terms of this Agreement. The Cook Hospital management rights include, but shall not be limited to:

- 1) Hire, schedule, discipline, suspend, discharge, transfer, layoff, recall or assign employees.
- 2) Determine the number of employees to be hired.
- 3) Establish policies, rules and regulations governing employees.
- 4) Determine the nature and scope and type of facilities and services provided by the Cook Hospital and alter or install new facilities, change or institute new methods, policies, procedures and/or systems and modify or abolish services, programs and/or other activities.
- 5) Alter or install new facilities and change or institute new methods, policies, procedures and/or systems and modify or abolish services, programs and/or other activities.
- 6) Establish standards of quality and efficiency for employees.
- 7) Utilize volunteers, students and trainees.
- 8) Respond to changes in operation and practice as mandated by federal, state and/or local statute, rule or regulation or as may otherwise be required by any entity having regulatory or other governing authority over the Cook Hospital.
- 9) Annually evaluate employee's performance.
- 10) Establish work schedules, hours of work and schedule employees, as it deems necessary and appropriate so as to meet patient needs, including the assignment and management of overtime.
- 11) Place work with outside contractors or service providers, including temporary staff.

Any terms or condition of employment not specifically established or modified by this agreement shall remain exclusively within the discretion of the employer to modify, establish or eliminate.

ARTICLE V  
HOURS OF WORK

Section 1

- A. Basic Work Period. Except those employees working the alternative work period at the Tower Clinic, the normal hours of work are eight and one-half (8½) hours per day and eighty (80) hours in a fourteen (14) day period. All hours worked in excess of eight (8) hours per day or eighty (80) hours in a fourteen (14) day period shall be compensated for at the overtime rate of time and one-half (1½).
- B. Alternative Work Period – Tower Clinic. Effective June 9, 2013, the basic work period at the Tower Clinic shall be forty (40) hours per week. An employee shall be paid time and one-half (1½) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in A. above. Further, even though the total hours worked during a week may not exceed forty (40), an employee working in excess of ten (10) hours per day shall be paid at the rate of time and one-half (1½) for all excess time so worked rather than the eight (8) hours per day overtime provision set forth in A. above.

Section 2

The unpaid duty free lunch period for all employees shall be one-half (1/2) hour. There shall be no split shifts except in an emergency, nor split days off except in cases of necessity, provided, however, that the Union agrees than any other exceptions in this respect may be made on the basis of individual negotiations between the Employer and the Union.

Section 3

All employees shall receive two (2) fifteen (15) minute rest periods without loss of pay in each eight (8) hour shift, at times designated by his/her immediate supervisor.

Section 4

When an employee reports for work in accordance with schedule, without having been previously notified not to report, he/she shall receive a minimum of four (4) hours work or four (4) hours pay in lieu thereof.

Section 5

Work schedules covering a four week period beginning on Sunday will be posted not later than two (2) weeks prior to the start of the schedule, when possible.

Section 6

When an employee is required to work on more than two Saturdays or Sundays in any calendar month having four Saturdays or Sundays, he/she shall be compensated at time and one-half rates

for each Saturday and Sunday worked in excess of two (2). In a five Saturday or Sunday month, this premium will be paid for all Saturdays and Sundays worked in excess of three (3), provided.

The Employer will work to ensure a staffing mix between regular employees and contract employees that will enable regular employees to have specific weekends off as requested yet continue to use contract employees as needed to both ensure patient care and continue with the staffing model using both call schedules and contract employees. Nothing in this agreement shall be construed as to guarantee regular employees specific weekends off, however, contract employees shall not displace regular bargaining unit employees. The Employer is required to make a "good faith" effort to this end.

The Employer will establish a scheduling system that will, to the extent practicable and seniority preference, allow regular employees the opportunity to schedule ahead of time requested off weekends. Seniority preference will prevail in case of a dispute.

#### Section 7

Overtime work shall be rotated as equitably as possible among the employees in each classification of work.

### ARTICLE VI DEFINITION OF EMPLOYEES

#### Section 1

**FULL-TIME:** All regular employees who are routinely scheduled for an average of thirty-two (32) hours or more per week. If an Employee averages 32 hours per week or more for a period of six (6) months, they shall be temporarily classified as full-time employees and be given all full-time benefits for the subsequent six (6) months. Should the average hours worked drop below thirty-two (32) hours per week over a six (6) month period, the employee shall revert to his/her previous level of benefits. Hours for all part-time employees shall be reviewed on a six (6) month basis for appropriateness of this clause.

#### Section 2

**PART-TIME:** All regular employees who are routinely scheduled less than thirty two (32) hours per week.

**PROBATIONARY EMPLOYEES:** All full-time employees who have not completed their probationary period of 520 hours of regular continuous employment, and part-time employees who have been continuously employed for six (6) months or less. The employment of a probationary employee may be terminated at any time for any reason in the sole discretion of the Employer. Upon successful completion of ninety (90) days of continuous employment, a probationary employee may sign up for health insurance in accordance with such employee's status (i.e. full-time, part-time). Hours worked during the probationary period will be credited to the probationary employee for the purpose of computing all benefits based on hours of service.

A probationary employee shall not be eligible to utilize PTO/EIB during the probationary period. During the probationary period a performance evaluation will be completed for the purpose of determining continuance of employment. In the discretion of the Employer, the probationary period may be extended for an additional thirty (30) calendar days. The Employer shall notify the probationary employee in writing of such extension prior to the end of the probationary period. The probationary employee may notify the Union of such extension.

### Section 3

**CASUAL EMPLOYEES:** All employees who are employed on an intermittent basis to supplement the regularly scheduled full-time and part-time staff to provide replacement coverage for Paid Time Off (PTO), holiday, sick relief or call relief. Casual employees shall not displace regular scheduled staff and shall have no assurance of availability of work hours. Casual employees shall accumulate seniority hours and be compensated in accordance with the salary schedule, however, shall earn no benefits except those specifically provided for in this Agreement.

### Section 4

**TEMPORARY EMPLOYEES:** All employees who are not carried on the roster of the Employer and who are scheduled only on a temporary basis. Such temporary employees shall be used only as a supplement to and not in lieu of regular staff and not as a permanent replacement to regular staff. A temporary employee does not accrue any benefits and is not represented by the Union.

## ARTICLE VII HOLIDAY PROVISIONS

### Section 1

Each full-time and part-time employee shall receive the following paid holidays, provided he/she performs work or is on Paid Time Off (PTO) in the payroll period in which the holiday occurs and works as scheduled or assigned both on his/her last scheduled workday prior to and on his/her first scheduled workday following the holiday, unless he/she has failed to so work because of sickness or because of death in the immediate family or because of similar good cause.

New Year's Day  
Memorial Day  
Fourth of July

Labor Day  
Thanksgiving Day  
Christmas Day

Part-time employees who are entitled to holiday pay shall be paid four (4) hours for each of the holidays listed.

The holiday shall commence with the start of the night shift on the day before the holiday and conclude at the end of the afternoon shift on the day of the holiday.



The Christmas holiday shall commence with the start of the afternoon shift on the day before the holiday and conclude at the end of the afternoon shift on the day of the holiday. The New Year's holiday shall commence with the start of the afternoon shift on the day before the holiday and conclude at the end of the afternoon shift on the day of the holiday.

Employees shall not be forced to take PTO or unpaid time on Christmas Eve.

When employees are not scheduled to work the holiday, and a holiday falls on a Saturday, it will be observed on Friday, and when a holiday falls on a Sunday, it will be observed on Monday. For the employees who are schedule to work the holiday, they shall be paid the holiday pay for the day/shift worked.

Upon hire, an employee whose religious faith observes a holiday other than Christmas may designate one alternative holiday to be observed during the year.

### Section 2

Employees, including casual employees, who are required to work on any of the above holidays or who report for call-back to work on any of the above holidays shall be compensated at double time (2X) pay for all hours worked.

When a paid holiday falls during an employee's Paid Time Off (PTO) period, holiday pay will replace the PTO pay for that particular day.

### Section 3

The Employer and the Union agree that it is the intent of the holiday schedule to ensure that holiday work is shared equally between the employees either by mutual agreement (self scheduling) or by the scheduling department manager.

The holidays will be on a rotation basis and a reasonable effort will be made to alternate holidays from one calendar year to the next. However, an employee shall be required to work all holidays as scheduled. Exception to the general pattern of scheduling may be necessitated in the event of an emergency or an unavoidable situation where the application of the general pattern of scheduling would have the effect of depriving the patients of needed services. With the prior approval of the Employer, employees may voluntarily switch shifts.

## ARTICLE VIII PAID TIME OFF (PTO)

### Section 1

#### I. PURPOSE

The team at the Cook Hospital is part of a "work family" that shares core values that guide their actions: integrity, excellence, goal orientation, valuing people and quality

patient care. The Cook Hospital values their employees and provides a total benefits package that includes pay and benefits that take into consideration the employee's professional needs as well as the personal needs of you and your family.

## II. POLICY

All eligible employees shall receive Paid Time Off (PTO) benefits on an accrual basis. Full and Part Time employees who have successfully completed the 520-hour probationary period are eligible. (Temporary and Casual employees are not eligible for PTO accrual.)

### PTO ACCRUAL

SERVICE	HOURS INCLUDED	TOTAL HOURS PER YEAR	ACCRUAL RATE	MAXIMUM ACCRUAL
2080 hours	40 hour Vacation 16 hrs. Floating Holiday 24 hours Sick Time	80 Hours Per Year	3.08 Hours Per Pay Period Based on Hours Worked	100 Hours
2,081 hours – 10,399 hours	80 hrs Vacation 32 hrs. Floating Holiday 40 hrs. Sick Time	152 Hours Per Year	5.85 Hours Per Pay Period Based on Hours Worked	190 Hours
10,400 hours — 14,559 hours	120 hrs Vacation 32 hrs. Floating Holiday 40 hrs. Sick Time	192 Hours Per Year	7.39 Hours Per Pay Period Based on Hours Worked	240 Hours
14,560 hours — 31,199 hours	160 hrs Vacation 32 hrs. Floating Holiday 40 hrs. Sick Time	232 Hours Per Year	8.92 Hours Per Pay Period Based on Hours Worked	290 Hours
31,200 hours – 51,199 hours	200 hrs. Vacation 32 hrs. Floating Holiday 40 hrs. Sick Time	272 Hours Per Year	10.46 Hours Per Pay Period Based on Hours Worked	340 Hours
52,000 hours†	240 hrs. Vacation 32 hrs. Floating Holiday 40 hrs. Sick Time	312 Hours Per Year	12 Hours Per Pay Period Based on Hours Worked	390 Hours

### Maximum Accrual

The Paid Time Off Plan (PTO) has a maximum cap of 125% of an employee's annual accrual. Once an employee's balance reaches 125% of their annual accrual, no further PTO hours will be accrued until that employee's balance is brought below the employee's PTO cap. Any requests for PTO hours to be held over the maximum must be approved by the Hospital Administrator or designee. It is the employee's responsibility to use sufficient PTO hours to avoid reaching the maximum PTO level.

## Accrual

PTO accrual is calculated on hours worked (excluding on-call time and leaves of absence)

PTO accrual will not accrue while an employee is on a leave of absence.

- Per calendar year, the maximum amount of hours (worked) an employee may accrue PTO time will be 2,160. This maximum will be in effect only during the term of this agreement, and will expire on December 31, 2012.

## PROCEDURE:

PTO will accrue from the employee's date of hire and will be considered "earned" following the successful completion of the probationary period.

All eligible employees will accrue PTO according to the above schedule or according to the applicable agreement upon employment with the Cook Hospital. Any PTO accrual other than the above must be approved by the Hospital Administrator or designee.

Any requests for time-off should be requested, in advance, to the employee's reporting Manager. Employees may not take their PTO in blocks of time that exceed two (2) weeks. The third week may be granted at the discretion of the Hospital Administrator or designee.

Hourly employees may take PTO in increments of fifteen (15) minutes.

Shift Differential will be included in PTO taken when an employee works a shift qualifying for shift differential at least 75% of the scheduled work hours during the previous quarter.

Employees who are on shifts other than a standard eight-hour shift must indicate the number of hours (PTO or EIB), consistent with their scheduled shift. Employees will be charged PTO/EIB hours according to their work schedule, examples as follows:

- |                                     |                  |               |
|-------------------------------------|------------------|---------------|
| • Four (4) - ten (10) hour shifts:  | One day absent = | -10 hours PTO |
| • Five (5) - eight (8) hour shifts: | One day absent = | -8 hours PTO  |
| • Five (5) - four (4) hours shifts: | One day absent = | -4 hours PTO  |

## LOW CENSUS HOURS:

PTO (if accrued and authorized) may be used to bring an employee's hours up to their designated FTE (full-time equivalent) each pay period, if the FTE is not met through hours worked. If an employee is required (by their supervisor or manager) to reduce their prescheduled hours (i.e. Low Census), they may elect to take the time off with or without

using PTO hours. Any unpaid hours caused by a reduction in prescheduled hours are to be noted as "Low Census" hours in the timekeeping system.

Employees may not work and receive PTO pay on the same day to, in effect, buy back PTO hours. PTO hours alone may not exceed an employee's regular scheduled hours (FTE status) in a pay period.

#### **CASH-OUT OPTION:**

Employees will be able to cash out PTO hours one time (1 x) per month. In order to qualify for the cash-out option, an employee must leave a minimum of 40 hours in their PTO bank.

Employees electing the cash-out option will be paid at their regular rate of pay. Shift Differential will be included in PTO taken when an employee works a shift qualifying for shift differential at least 75% of the scheduled work hours during the previous quarter

#### **EXTENDED ILLNESS BANK:**

The PTO benefit covers brief absences due to employee's illness or injury, or for purposes covered under Minn. Stat. § 181.9413 the Minnesota Sick or Injured Relative Leave statute. PTO may also be used in the event you need to care for a family member's illness which qualifies for FMLA.

The Extended Illness Bank (EIB) is separate from the PTO program. The PTO program will serve as a "waiting period" to the extended illness bank. The waiting period is a maximum of three (3) days, which is covered by PTO. For example, when an employee's illness extends beyond the waiting period, the extended illness bank is utilized, retroactive to the 2nd day absent from work.

All eligible employees shall receive six (6) Extended Illness days per year. Accrual for the Extended Leave Bank will be based on hours worked, with a maximum of six (6) days per year being accrued. Extended illness time will not be accrued in any calendar month in which the employee is utilizing Extended Illness Bank benefits totaling more than ten (10) working days.

The three (3) day waiting period does not need to be met again if a subsequent absence is related to the initial absence within five (5) calendar days after returning to work. Proper documentation verifying the illness or injury (i.e. physician's note) needs to be presented to the employee's manager or human resources prior to receiving EIB benefits. It is the responsibility of the employee to provide proper documentation to their manager or human resources in order to qualify for EIB benefits.

Employees on intermittent leave under the Family and Medical Leave Act will be required to use PTO up to twenty-four (24) hours (hours need not be consecutive) for each incident of intermittent leave before accessing EIB.

There is no waiting period if the employee is hospitalized as an inpatient or as a result of time lost due to work related injuries. Absence due to outpatient procedures must use PTO for the three (3) day waiting period.

EIB may be utilized for absences qualifying under Minn. Stat. § 181.9413 the Minnesota Sick or Injured Relative Leave statute.

The maximum accrual for the Extended Illness Bank is 520 hours. An employee's accrual for Extended Illness Bank will stop when a balance of 520 hours is reached.

Employees must have six (6) months consecutive employment and have successfully completed the 520 hour probationary period to be eligible for Extended Illness Bank (EIB) benefits.

Any unused time in an employee's EIB will not be paid upon termination, upon request or in the event an employee reduces FTE status below the benefits eligible level. No pay out of accrued EIB hours is authorized at any time.

#### **TERMINATION OF EMPLOYMENT OR CHANGE OF STATUS:**

In the event employment is terminated with the Cook Hospital, or if an employee's status drops below a .5 FTE (through a Status change initiated by Administration or the Department Manager), any remaining, unused PTO time will be paid to the employee in a separate check, providing the employee has completed six month employment with the Cook Hospital, and has successfully completed a 520 hour probationary period. In the event an employee terminates employment with a negative PTO balance, he/she would be required to pay the difference through a payroll deduction on their final paycheck. Shift differential is not paid on PTO hours when terminating or when reducing FTE status below the benefits eligible level.

The Extended Illness Leave Bank is a separate program from PTO. Any remaining unused balance will not be paid to the employee upon termination of employment.

#### **CHARITABLE PTO:**

The Cook Hospital allows employees to transfer authorized PTO hours from one employee to another who is experiencing a hardship due to personal or medical reasons, or unforeseen circumstances. A Charitable PTO account must be established and approved by the Department Manager and Human Resources Director prior to any transfer or requests for donation of PTO. Employees or Managers may not make donations of PTO mandatory or in any way pressure others into donating PTO hours. Donations are on a voluntary basis. Transfers of PTO will be made in whole hour units. Charitable PTO should be used for temporary or minor financial hardships or time needed away from work to care for applicable personal or medical reasons.

Employee's must complete a Charitable PTO Request Form from Human Resources, and receive approval, prior to having a Charitable PTO fund established. Any unused Charitable donation time will be credited back to the donator's PTO balance. All donated Charitable donation time must be used and taken during the specified period of need, and will not be rolled-over to PTO.

Examples of events not approved for Charitable PTO include: illness of a non-family member, a vacation, inability to manage financial matters or minor medical problems (flu, stress, elective surgery, etc.).

## Section 2

In determining Paid Time Off (PTO) schedules, the wishes of the employee shall be respected as to the time of taking PTO insofar as the needs of the service will permit, it being understood that the rights of the senior employee will prevail in the selection of Paid Time Off (PTO) when agreement cannot be reached among the employees. To exercise seniority preference, the employee shall have his/her request for PTO submitted no later than March first (March, 01) of each calendar year for PTO requests during April of the current calendar year through March of the following year. PTO requests will be honored on a first come, first served basis when submitted after March first (March, 01).

Any changes in approved Paid Time Off (PTO) scheduling must be approved by the Department Manager. An employee may cancel his/her Paid Time Off with the understanding that any future requests, following March first (March, 01) will be approved based on a first come first served basis.

## Section 3

The Paid Time Off (PTO) pay for all employees shall be calculated upon the regular hourly rate of pay received by that employee in the last pay period of the regular scheduled position of such employee before the date of his/her scheduled vacation. For purposes of this Article, an employee's regular scheduled position shall be defined as the last position held in which he/she had successfully completed his/her probationary period.

The Paid Time Off (PTO) period of the employee shall not be split except by mutual agreement of the employee and the Employer.

## Section 4

A former employee whose employment and seniority is terminated, and which is subsequently re-employed by the Hospital, assumes the same status as a new employee in regard to Paid Time Off (PTO) allowances.

## Section 5

A leave of absence shall not be counted as working time for the purpose of computing Paid Time Off (PTO) allowances and pay.

## ARTICLE IX ATTENDANCE

The parties to this agreement recognize that reliable attendance is an essential element of a productive work place and contributes positively to the relationship between co-workers, patients, and the financial well being of the facility. The parties also recognize that excessive absenteeism imposes a hardship on other Employees. Attendance records will be maintained for each employee and periodically reviewed with the employee during job performance reviews. If it can be shown that an employee has a pattern of absences or tardiness, the employee may be subject to discipline.

If an employee is unable to report to work, the employee shall notify supervisory staff.

If possible, it is expected that an employee should report the upcoming absence at least two hours prior to the start of the shift for which the employee is scheduled. At the time of the call, specifics such as signs and symptoms of the illness shall be requested for the employee. This information is to remain confidential pursuant to HIPAA standards and it is for infection control purposes only. If the absence or illness is more than one day, the employee has the responsibility to call in each day unless it is clear at the time of the onset of the illness what the time frame will be. A release from a medical professional may be required for any illness exceeding three (3) scheduled shifts.

A no call or no show may result in termination. Walking off the job will be viewed as a voluntary resignation.

## ARTICLE X LEAVE OF ABSENCE

### Section 1

#### Workers Compensation

The Employer and the Union agree to comply with the following Workers Compensation Laws of the State of Minnesota. It is agreed that, if an employee receives a compensable injury and has accrued benefits under the Extended Illness Bank (EIB) plan, the employer shall pay the employee the difference between the compensation received and his/her regular pay. The payment is to be deducted from the employee's accrued EIB benefits. It is understood that the additional payments made to the employee over and above that paid by Workers Compensation shall not exceed the amount of credits that an employee is entitled to from such accrued EIB benefits. It is further understood that in the event compensation payments are subsequently received for any period during which accrued EIB benefits have also been paid, so as to result 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 privileged to deduct such excess from future pay due the employee. The employee is allowed a one-time per injury occurrence option to not utilize EIB benefits to supplement the Worker's Compensation payments. The employee must notify the employer by the Friday prior to the pay date if they wish to exercise this option.

The Employer shall continue to provide the Employer cost of insurance benefits provided for under the collective bargaining agreement, for a maximum period of twelve months from the most recently certified date of injury.

Employees shall continue to accrue seniority while on Workers Compensation. Seniority shall accrue and shall be applicable only for the purpose of layoff and job bidding. It shall not apply for the purposes of longevity increases, Paid Time Off (PTO) or Extended Illness Bank calculation.

Full-time employees who are on a leave of absences or reduced hours due to an injury or illness which is compensable under the Worker's Compensation statutes shall continue to accrue seniority hours as if they were working their regular schedule. Such leave will run concurrent with FMLA. Part-time employees will be credited with seniority hours based on the average hours worked in the previous six (6) months.

An employee shall be entitled to return to his/her previous position or, at the employee's option, is entitled to transfer to a position which is available, provided he/she has the necessary qualifications to perform the duties of the job involved within a two (2) to four (4) week orientation period.

The Hospital Administrator or other appropriate department head shall make the determination as to whether or not an applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure.

## Section 2

### BEREAVEMENT

Up to five (5) days absence without loss of pay shall be allowed an employee in the event of the death of the employee's spouse, child, stepchild and grandchild provided the employee attends the funeral or memorial service. Up to three (3) day's absence, without loss of pay, shall be allowed an employee in the event of the death of the employee's parents, brother, sister, aunt or uncle, grandparents, step-parents, step-brother, step-sister and spouse's parents provided the employee attends the funeral or memorial service. One (1) day's absence, without loss of pay, shall be allowed an employee in the event of the death of the employee's sister-in-law, brother-in-law, niece, nephew and spouse's grandparents provided the employee attends the funeral or memorial service. Employees may be granted time off without pay or use accrued PTO to attend the funeral of others not designated above.



Any time paid during Bereavement leave will be paid at the employee's current rate of pay, and based upon the employee's current work schedule/status (i.e. regularly scheduled hours).

The Bereavement benefit period commences on the day of death and ends on the day following the funeral or memorial service. Paid bereavement leave days must be normally scheduled work days including the actual day of the funeral or memorial service. One (1) of the paid bereavement leave days need not be consecutive.

### Section 3

#### JURY DUTY

If an employee is selected for jury duty, the employee will notify his/her supervisor as soon as possible after receipt of notification. The employee will report to the hospital the amount of payment received for jury duty pay and the Employer shall pay the employee the difference between the amount received and the employee's regular pay. When the Employer pays the employee for jury duty, the employee shall return to the hospital to complete the balance of their scheduled shift. Pay received for mileage allowance shall not be considered as part of the jury duty pay to be submitted to the Employer, and will not be reimbursed by the Employer. The employee will be scheduled for his/her usual number of shifts as an extra shift fill.

An employee on jury duty who does not have to appear at the courthouse must contact their department manager for a start time for the required shift. Part-time employee shifts will be prorated according to average hours worked.

An employee taking leave under the previous section shall be entitled to receive Employer paid health benefits, based upon current employment status the same as when the employee was on the job and to the extent permitted under the FMLA and the PLA.

### Section 4

#### MEDICAL LEAVE OF ABSENCE

The employer may grant a medical leave of absence in appropriate circumstances. Medical documentation should include work restrictions and will be required for all medical leaves.

### Section 5

#### OTHER LEAVES

#### PERSONAL LEAVE OF ABSENCE

In appropriate circumstances, the Employer may grant a leave of absence for an employee's personal reasons, when the employee does not have accrued Paid Time Off (PTO) or, if applicable, Extended Illness Bank (EIB) benefits. The Employer may deny any request for

personal leave when the demands for patient care do not allow for such leaves. A personal leave of absence shall not be granted until all other eligible leaves have been exhausted and the employee has used all accrued Paid Time Off (PTO) over forty (40) hours. A personal leave shall not be granted for a period over six (6) months in duration, and for less than one day. The Hospital may permanently fill the employee's position after ninety (90) days of leave. Upon returning from leave, an employee will be given the first opportunity to return to a position for which he/she is qualified and will be given the first opportunity to return to her/his former position if the position remains open.

### STATUTORY LEAVES

The Employer will grant leaves of absence in compliance with all applicable federal and state statutes, including but not limited to:

- The Federal Family and Medical Leave Act
- Minnesota Pregnancy Parenting Leave Act
- Minnesota School Conference and Activities Leave Law
- Minnesota Leave to attend Military Ceremonies
- Minnesota Leave for Immediate Family Members of Military Personnel Injured to Killed in Active Duty
- USERRA
- Bone Marrow Donation Leave Law
- Civil Air Patrol Service Leave Law
- Crime Victims Leave Law
- Election Judge Leave Law
- Political Convention Leave Law
- Sick or Injured Relative Leave Law
- Voting Leave Law

### Section 6

#### EFFECT OF BENEFITS DURING A LEAVE OF ABSENCE

The Employer will continue to pay the portion of the Employee's elected benefits during an approved leave of absence for a period of 90 days. For leaves that extend over 90 days, Health and Dental Insurance may be continued under COBRA and the employee will be responsible for the full premium for a maximum of 18 months, in most cases (while on a leave of absence).

Disability Income Insurance will not continue during a leave of absence. If an employee is on leave due to a disability for which benefits under the disability income insurance are payable, those benefits will continue for that disability subject to the applicable terms and conditions of the policy.

The Basic Life Insurance paid by the Employer will continue for a maximum of 90 days while the employee is on leave. For time periods after 90 days, employees continuing the life insurance under COBRA will be required to pay for the entire amount of the Basic Life

premium. Optional Life, Spouse Life and Child Life insurance must be paid to the employer for every payday that is missed within the first 90 days of leave and periodically thereafter, in accordance with the policy.

In no event shall the employer be liable for the payment of any claim. All claims shall be determined in accordance with the policy terms and conditions. In addition, the terms and conditions of COBRA and any other applicable laws shall govern, even if inconsistent in the above.

### Section 7

An employee returning from leave, within the provisions of these Articles and Sections, shall retain all accrued pre-leave benefits, all previous seniority credit for pay purposes, and any unused leave time accumulated at the commencement of the leave. Except as otherwise specifically provided, such employee shall be reemployed in the same position the employee held prior to such leave. In the event said position is no longer available due to a reduction in hours or the elimination of the position, the employee shall be reemployed in a position of comparable status and pay, subject to the seniority system and layoff/recall provisions of this Agreement.

## ARTICLE XI INSURANCES

### Section 1

The Employer shall provide for a portion of health, dental and life benefits, under the current health plans available, for all full-time and part-time employees covered by of the bargaining unit who have completed his/her probationary period.

The Employer shall have the right to select an alternate carrier during the term of this agreement, provided the level of health, dental & life benefits remain substantially equivalent, inclusive of the health plan provider network. If such change would result in other than a minor benefit reduction or health plan network provider change, the Employer agrees to meet and negotiate with the union over such proposed change. The Employer agrees that there will not be an interruption of benefits as a result of any change. Employees will be responsible for charges in excess of the usual and customary fees if using non-network services.

The Employer may give thirty (30) days' written notice of its desire to amend Article XI of this Agreement as a result of the implementation of and/or any amendments to the Patient Protection and Affordable Care Act. In the event such notice is given, all of the other provisions of this Agreement will continue in full force and effect and the parties will meet and negotiate in good faith regarding Article XI. If agreement cannot be reached, the parties will submit the issue to arbitration under Article XXIII of this Agreement.

The employer shall pay eighty percent (80%) of the single premium of the high benefit health insurance component (current high option) per month towards whichever single plan the full-

time employee chooses. The part-time employee will be eligible for fifty percent (50%) of the premium the full-time employee receives. The employer will pay twenty percent (20%) of the high benefit (current high option) per month towards whichever family plan option the employee chooses (part-time 50% of the benefit the Full-time employee receives). The remainder will be the responsibility of the employee as a payroll deduction. This will be done with pretax dollars. (See Section "125" provision or see Human Resources for details.)

The parties agree the Employer will create a Health Insurance Committee to meet as necessary to discuss the types of plans and providers available. The committee shall consist of an equal number of representatives, but no more than two (2), from each of the facilities Bargaining Units who may wish to participate, one (1) from administration, one (1) non-union/non management, and one (1) department manager. Decisions and recommendations of the committee will be made by consensus, and remain subject to final approval of the respective bargaining units and the Facility Commission.

## Section 2

With respect to any eligible employee who is out of work due to illness or injury, other than that related to Worker's Compensation, the Employer shall provide for hospitalization, surgical and medical benefits coverage during such period, not to exceed twelve work weeks, inclusive of sick leave taken during this period providing the employee maintains his/her share of premium payment. This extended coverage shall be available to an employee not more than once annually. The provisions of the FMLA 1993 and the PLA of Minnesota shall also apply.

## Section 3      Dental Insurance

Employees will have the option to enroll in a basic dental plan, or a "buy-up" dental plan. Employees will be eligible for the dental plan following successful completion of the probationary period (520 hours of continuous employment).

## Section 4      Life Insurance

The Employer shall provide and pay for a \$20,000.00 term life insurance policy for all eligible Bargaining Unit employees excluding casual employees. Coverage to be discontinued upon separation or termination of employment. Employees will be eligible for the group life insurance following 90 days of continuous employment (or under the terms and conditions of the life insurance provider).

## Section 5      Long-Term Disability

The Employer shall provide and pay monthly premiums for the facility's Long Term Disability Insurance plan providing the employee elects to enroll in such plan.

ARTICLE XII  
WAGE ADMINISTRATION

Section 1

Payday will be every other Friday. Pay advices (indicating direct deposit and withholding information) will be available by 10:00 a.m. on payday.

Section 2

New Hire/Experience Credit

All new employees shall start at the minimum salary for his/her classification as listed on the attached Wage Chart and shall be granted the appropriate increment (2080 hours equals one year), until the maximum is reached. A new employee with experience shall be given half credit on the wage scale for years of experience, and this shall apply to all departments. (Example: 4 years' experience, place at 2 years on the wage scale). Present employees shall be credited with past service in placement on the salary schedule.

The rate of pay for all employees in the bargaining unit shall be in strict accordance with the attached Wage Chart. Should the Employer desire to pay an employee at a different rate than that provided in the contract, the Employer must obtain approval from the Union before it can become effective.

Section 3

Temporary Assignment

An employee temporarily assigned to a higher classification, excluding a managerial position, shall be compensated at the rate of pay for that classification.

An employee acting as lead worker and assuming a portion of the managerial tasks in the absence of the manager shall be compensated an additional \$1.50 per hour or the supervisor's rate of pay, whichever is less.

Section 4

Transfer

The salary of an employee who is transferred from one position to another position may not be changed if such position is in the same pay grade.

The salary of an employee who is promoted to a higher classification shall be increased to the minimum rate for that classification; but, in the event said minimum rate is less than or the same as the rate the employee is receiving before promotion, the employee so promoted shall be paid

the salary step next above that which he/she is receiving, and the employee will qualify for additional step increases in the new position according to the length of service in the new class.

#### Section 5

##### Call Pay

Employees required to remain on-call shall be compensated at the rate of \$6.85 per hour. This rate shall apply to weekdays, weekends and holidays.

The Union and the Employer agree that the purpose of compensated call is to provide 24 hour coverage for patient care without the need to staff the facility during off-shifts, weekends, and other necessary times. The Employer shall have the right to set reasonable response times for those employees who are appropriate for call rotation.

There shall be no combining of call pay and call-back pay. An employee receiving on-call pay shall be paid for actual time worked when responding to such call out, at time and one-half (1½) rate for all hours worked on weekdays and weekends, and paid double time (2 X) for holidays worked.

An employee called back to work shall be provided a minimum of one (1) hour pay at time and one-half (1½) times the employee's regular straight time rate for hours worked and shall the employee work over one (1) hour and seven (7) minutes the employee shall receive an additional one (1) hour pay at one and one-half (1½) times the employee's regular straight time rate.

If the Employer notifies an employee that he/she is no longer on call, eight (8) hours prior to the call shift, call pay will not be paid.

#### Section 6

##### Weekend Hours

An employee working during weekend hours; 11:00 p.m. Friday until 5:30 a.m. Monday, will receive a weekend differential of \$1.85 per hour for all hours worked.

#### Section 7

##### Rehired Wage

If an employee resigns and is rehired within six month, he/she shall be reinstated at the same increment on the wage schedule. However, if an employee is rehired after more than six months, he/she shall be placed one increment step lower on the wage schedule.

## Section 8

### Job Descriptions

The Union shall be provided copies of all job descriptions and provided updates as positions are added or changed.

## Section 9

### Shift Differential

Shift Differential: The afternoon shift differential shall begin at 5:30 p.m. (1730) and end at 11:00 p.m. (2300). Employees required to work during the designated afternoon shift differential hours will be paid a shift differential of eighty-five (.85) cents per hour.

The night shift differential shall begin at 11:00 p.m. (2300) and end at 5:30 a.m. (0530). Employees required to work during the designated night shift differential hours will be paid a shift differential of one dollar and fifty cents (\$1.50) per hour.

## ARTICLE XIII SENIORITY

### Section 1

Seniority standing shall be granted to all facility employees covered by the Bargaining Unit. The standing is to be determined on the basis of total hours worked for the Hospital.

### Section 2

All new employees shall be placed on the seniority list after the successful completion of a 520 hour probationary period, provided these hours have been worked in a consecutive 12-month period, and during this probationary period, such employee may be discharged by the Employer without cause, and without the same causing a breach of this Agreement or constituting a grievance hereof.

### Section 3

An employee's seniority for any purpose shall be broken and terminated by:

- a. Voluntary resignation from employment, including retirement.
- b. Discharge for just cause.

- c. Failing within two (2) calendar weeks to report for work after layoff upon mailing of notice of recall by registered or certified mail. The Hospital shall send such notice to the employee's last known address.
- d. Employment by any other employer during a leave of absence, other than during a layoff.
- e. Layoff which continues for more than eighteen (18) months.
- f. Failure to apply for re-employment within the statutory limitation after other than dishonorable discharge from military service.
- g. Failure to return on the scheduled date of return from an approved leave of absence, unless at least 48 hours prior to the return date the Hospital is notified of employee's inability to return to work as scheduled for a legitimate reason acceptable to the Hospital in its sole discretion.

#### Section 4

##### Lay-Off

When a lay-off, reduction of work, or reduction in hours or the elimination of a position is necessary, such layoff or reduction shall be accomplished as follows:

- A. First, casual employees shall be laid off.
- B. Full-time and part-time employees shall be laid off according to seniority. An employee who is laid off may exert his/her seniority preference over a junior employee in any classification of work or any department covered by this Agreement, provided he/she has the necessary qualification to perform the duties of the job involved. The qualifications are determined by the Administrator. In the event the Union does not concur in the determination, the Union shall have the right of appeal through the normal grievance procedure.

#### Section 5

Employees shall be rehired according to seniority in the inverse order of layoffs and shall retain such recall rights for a period of eighteen (18) months.

#### Section 6

An employee who accepts a position covered by the AFSCME support staff contract shall retain full seniority credit, earned under the Technical Unit contract, for all benefit accruals.

#### Section 7

The Employer will publish updated Seniority lists following each calendar quarter of the year and post the same on a bulletin board in the Hospital. Such seniority list shall specify seniority



of each employee. Within fifteen (15) days thereafter, the employees may file with Employer any objection to such seniority ratings. Within twenty (20) days of such posting, the Union and the Employer shall mutually agree on such correction or, if this cannot be done, the matter shall be subject to arbitration. After so corrected, whether by agreement or arbitration, such seniority ratings shall be permanent until the next December 15th and shall not be subject to change except as to new employees whose names are placed on subsequent seniority postings.

#### ARTICLE XIV VACANT POSITIONS

Notice of all vacancies, including temporary vacancies which are known in advance to exceed thirty (30) calendar days and those which exceed thirty (30) calendar days, and newly-created positions occurring in the positions covered by the bargaining agreement shall be posted on employee bulletin boards, and the employees shall be given seven (7) days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved. The Hospital Administrator or other appropriate department head shall make the determination as to whether or not an applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure.

#### ARTICLE XV TERMINATION OF EMPLOYMENT

##### Section 1

Employees covered by this contract, electing to resign or quit his/her employment will give the Employer four (4) weeks written notice and shall continue in the Employer's service during this four (4) week period with the exception that the employee may leave sooner when competent replacement can be made by the Employer. The Hospital is to furnish printed forms for such resignations.

##### Section 2

The Employer electing to terminate services of employees covered by this contract, and who are regularly and permanently employed, shall give such employee two (2) weeks' notice of termination of employment, or the Employer may, in lieu thereof, pay the employee two (2) weeks advance salary and immediately terminate the employment of the employee being discharged, except this shall not be applicable in cases of discharge for just cause.

#### ARTICLE XVI DISCIPLINE, DISMISSALS, DEMOTIONS AND TRANSFERS

Discipline, discharges, or demotions shall be made only for just cause. When administering discipline, the Employer agrees to grant an employee his/her due process rights.

Counseling shall be used as a continuing method for correcting employee problems and in the event the Employer finds it necessary to discipline an employee in this bargaining unit, such will be corrective rather than punitive. Except in cases involving gross misconduct, the Employer shall observe measures of progressive discipline.

The following criteria will be followed in the event that an employee's job performance is unsatisfactory.

1. Verbal Reprimand: The department manager will meet with the employee concerning the problem(s)/concern(s).
2. Written Reprimand: If the employee's job performance remains unsatisfactory, a written reprimand will be issued to the employee concerning the problem(s)/concern(s). The department manager will meet in conference with the employee at this time in an attempt to reach mutually agreeable solution to the problem(s)/concern(s). The employee will have the opportunity to respond to the specific concern(s) and share in the problem-solving procedure. A specific time period will be designated for correction of the problem(s)/concern(s).
3. Suspension: If the employee's job performance remains unsatisfactory, a three day suspension without pay will be issued to the employee concerning the problem(s)/concern(s), upon consultation with administration.
4. Termination: Following implementation of the preceding reprimand/conference procedure, if the unsatisfactory job performance is still noted, an employee will be subject to further discipline which may include termination of his/her employment, to be determined upon consultation with administration.

In cases of gross violation of the rules and regulations, the employer may deter from progressive discipline, up to and including possible discharge without notice, by the administrator, submitting reasons for discharge. The preceding reprimand procedure does not apply in this case.

Note: Any further reprimand, verbal or written, will constitute the next step in the disciplinary procedure, provided however, such discipline shall be for the same or similar reason.

All of the above steps except verbal reprimand will be documented and kept in the personnel file.

## ARTICLE XVII GRIEVANCE PROCEDURE

The Employer will attempt to adjust all grievances which may arise by virtue of this Agreement or otherwise in the following manner:

The authorized representative(s) of the Union shall have the right to accompany the Grievant(s) at all times in the discussion or adjustment of grievances.

The Employer shall grant a necessary and reasonable amount of time off during work hours, without loss of pay, for the grievant and Local Union President (or designee) to participate in the investigation, discussion and adjustment of grievance.

The time limits or steps of the grievance procedure may be modified upon mutual written agreement of both parties.

All grievances responses shall be provided through personal hand delivery or sent by U.S. Mail and/or Fax. All timelines will commence upon the date of receipt.

1. First, an effort shall be made to adjust the grievance between the Employee(s), the Union's designated representatives, and the supervisor. No grievance will be considered unless it is filed within fifteen (15) calendar days after the occurrence that gave rise to the grievance or within fifteen (15) calendar days of when the employee or Union had knowledge of the occurrence, whichever event occurs first.
2. In the event no settlement is reached in Step 1, the Union may appeal to the Administrator or designee within fifteen (15) calendar days. The Administrator or his/her designee shall discuss the matter and attempt to settle it with the Grievant(s) and the Union. If there is a resolution to the grievance it shall be placed into writing and signed by the parties. If there is no resolution to the grievance the Administrator shall provide a written answer to the Local Union president (or designee) within fifteen (15) calendar days after the conclusion of the Step 2 meeting.
3. If the grievance is not resolved in Step 2 either party may petition the State Bureau of Mediation Services requesting Grievance Mediation.
4. If the grievance is not resolved at Step 2 or Step 3 the matter may be referred to Grievance Arbitration. A demand for Grievance Arbitration shall be in writing and submitted to the other party within fifteen (15) calendar days following receipt of the Administrator's Step 2 written response to the Union, or in the event of grievance mediation, no later than fifteen (15) calendar days after the conclusion of Grievance Mediation.

The Arbitrator shall be selected from a list of seven (7) neutral Arbitrators requested from the State Bureau of Mediation Services. The parties shall select the Arbitrator by alternately striking names from the panel and the remaining name will be the Arbitrator selected to decide the case. If the parties are unable to determine who strikes the first name, the question will be decided by the flip of a coin. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union. The decision or award of the arbitrator shall be final and binding upon the Union, the Hospital and the employee.

ARTICLE XVIII  
BULLETIN BOARD

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

ARTICLE XIX  
EDUCATIONAL LEAVE

1. Overtime will not be paid for education leave unless specific prior mutual agreement to do so is reached.
2. Whenever possible, if the educational setting is only a partial day, the employee will be required to report back to the facility for the remainder of his/her shift, if the shift was scheduled prior to the leave.
3. Expenses and arrangements will be mutually agreed upon prior to educational leave approval. If out of town travel is required, reasonable lodging, current Federal IRS rates for mileage and meals will be reimbursed to attend such seminar. Registration fees will be paid by the employer.

ARTICLE XX  
GENERAL PROVISIONS

Section 1

The Employer shall provide uniforms for all employees of any department wherein the Employer requires a change in the uniform dress code, same shall be at the Employer's expense and/or the employee shall be allowed to phase in said change over a period of one (1) year.

Section 2

Employees required to be on call and unable to leave the work site as a result of the 15 minute call back provision shall be provided with the appropriate meals upon request at no cost to the Employee.

Section 3

The Employer shall compensate employees at the rate of \$5.00 per day for each day the employee's personal vehicle is used for travel within the City limits. The Employer shall compensate employees at the IRS allowable mileage rate for the use of the employee's personal vehicle for out of town employer business.

ARTICLE XXI  
RETENTION OF BENEFITS

Nothing in this Agreement shall be so construed or so interpreted as to result in loss or reduction of any benefits enjoyed by an employee prior to the effective date of this Agreement.

ARTICLE XXII  
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 an change of any kind in the ownership or management of either party hereto or by an change geographically or place of business of either party hereto.

ARTICLE XXIII  
BINDING ARBITRATION

The Union and the Hospital agree that binding arbitration will be the method utilized to resolve unsettled issues in contract negotiations and grievances. There shall be no strikes or lockouts and arbitration of unresolved issues is mandatory.

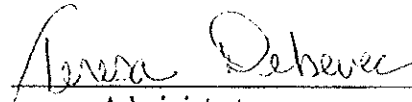
ARTICLE XXIV  
DURATION OF AGREEMENT

Except as otherwise specifically provided herein, this Agreement shall continue in full force and effect from January 1, 2016 until December 31, 2018. Either of the parties shall be required to submit written notice at least thirty (30) days prior to the termination of the Agreement for the purpose of negotiating a new Agreement. If settlement on a new agreement cannot be reached within the provided thirty (30) days, the present Agreement shall remain in effect until a new settlement has been reached.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals on the date first below stated.

WITNESSETH AS TO FIRST PARTY:

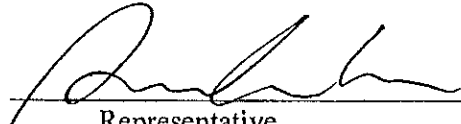
COOK HOSPITAL  
COOK, MINNESOTA

  
\_\_\_\_\_  
Administrator

2/17 2016  
\_\_\_\_\_  
Date

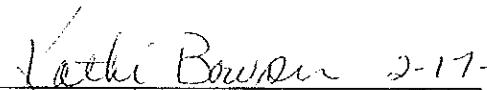
MINNESOTA CO # 65  
AMERICAN FEDERATION OF  
STATE COUNTY & MUNICIPAL  
EMPLOYEES

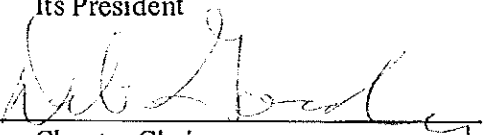
LOCAL NO. 3459

  
\_\_\_\_\_  
Representative

2/17 2016  
\_\_\_\_\_  
Date

By: \_\_\_\_\_  
Its

By:  2-17-16  
\_\_\_\_\_  
Its President

By:  2-18-16  
\_\_\_\_\_  
Chapter Chair

## WAGE SCHEDULE

### Tech Wage Schedule

		Start	1 yr	2 yr	3 yr	4 yr	5 yr	7 yr	10 yr	12 yr	15 yr	20 yr	25 yr
Medical Lab	__-Jan-18	18.40	18.63	19.15	19.63	20.12	20.61	21.21	22.17	22.90	23.34	23.97	24.59
Tech	__-Jan-17	18.95	19.19	19.72	20.22	20.72	21.23	21.85	22.84	23.59	24.04	24.69	25.33
	__-Jan-18	19.52	19.77	20.31	20.83	21.34	21.87	22.51	23.53	24.30	24.76	25.43	26.09
X-Ray	__-Jan-16	18.15	18.53	18.92	19.30	19.68	20.07	20.70	21.24	22.38	22.93	23.62	24.33
Operator	__-Jan-17	18.69	19.09	19.49	19.88	20.27	20.67	21.32	21.86	23.05	23.62	24.33	25.06
	__-Jan-18	19.25	19.66	20.07	20.48	20.88	21.29	21.96	22.54	23.74	24.33	25.06	25.81
Radiologic	__-Jan-16	20.78	21.30	21.73	22.22	22.73	23.19	24.14	25.12	25.60	26.08	26.64	27.2
Technologist	__-Jan-17	21.40	21.94	22.38	22.89	23.41	23.89	24.86	25.87	26.37	26.86	27.44	28.02
	__-Jan-18	22.04	22.60	23.05	23.58	24.11	24.61	25.61	26.65	27.16	27.67	28.26	28.86
Mammography	__-Jan-16	21.71	22.20	22.65	23.15	23.65	24.11	25.09	26.03	26.50	26.98	27.55	28.17
Technologist	__-Jan-17	22.36	22.87	23.33	23.84	24.36	24.83	25.84	26.81	27.30	27.79	28.38	29.02
	__-Jan-18	23.03	23.56	24.03	24.56	25.09	25.57	26.62	27.61	28.12	28.62	29.23	29.89

NOTE: Wage rates are effective the first pay period following January 1 each year.

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
COOK HOSPITAL  
AND  
AFSCME LOCAL # 3459

TECHNICAL EMPLOYEES UNIT  
(Blood Draw – Spectrum Carefree Living Facility)

WHEREAS, the parties are subject to a Collective Bargaining Agreement and whereas Hospital employees are on a regular basis drawing blood at Spectrum Carefree Living Facility. Cook Hospital agrees to pay an employee a stipend of \$5.00 per visit to Spectrum Carefree Living Facility if the purpose of the visit is to draw blood.

FOR THE HOSPITAL:

FOR THE UNION:

\_\_\_\_\_  
CEO Date

\_\_\_\_\_  
AFSCME Chair Date

\_\_\_\_\_  
Department Head Date

\_\_\_\_\_  
Staff Representative Date  
AFSCME Council 65