

# **COLLECTIVE BARGAINING AGREEMENT**

By and Between

NORTHERN PINES MEDICAL CENTER

AND

UNITED FOOD AND COMMERCIAL  
WORKERS UNION  
LOCAL 1189



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Healthcare

Northern Pines Medical Center, AURORA MINNESOTA  
(Patient Access Representative and Health Unit Coordinator Staff)

and

UFCW LOCAL 1189, DULUTH, MINNESOTA

Effective October 1, 2024 – September 30, 2027

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## **AGREEMENT**

This Agreement dated the first day of (October, 2024), entered into by and between the NORTHERN PINES MEDICAL CENTER, AURORA MINNESOTA, hereinafter referred to as the EMPLOYER, and UNITED FOOD AND COMMERCIAL WORKERS UNION, AFL-CIO, LOCAL 1189, affiliated with the UNITED FOOD AND COMMERCIAL WORKERS UNION, AFL-CIO, hereinafter referred to as the UNION.

### **ARTICLE 1: INTENT AND PURPOSE**

- 1.1 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 2: RECOGNITION**

- 2.1 The Employer recognizes the Union as the exclusive representative for collective bargaining purposes of the employees in the unit composed of all regular full-time and part-time Health Unit Coordinators (HUCs) and Patient Access Representatives (PARs) of Northern Pines Medical Center and Nursing Home, Aurora, Minnesota; excluding all Administrators and Supervisors, Registered Nurses, Maintenance, Physical Therapy, Occupational Therapy, Social Services, Medical Records, Activities Personnel, and all newly created positions not in the clerical department.
- 2.2 All employees covered by this Agreement shall, as a condition of employment, become members of the Union and remain members, and all new employees, both full-time and part-time shall upon completion of their probationary period become members and remain members of the Union for the duration of this Agreement.
- 2.3 The Employer shall, during the first period of each month, deduct Union initiation fees and dues from the wages of each employee who, electronically authorizes such deductions. However, in the event of any deduction or payment made in error by the Employer as a result of this Agreement, said Union agrees to indemnify and hold harmless the Employer for any such claims that might be occasioned as a result of an erroneous deduction.
- 2.4 All sums deducted shall be remitted to the Union together with a list of the names of the employees from whose pay deductions were made monthly.
- 2.5 After the conclusion of the Employer's scheduled general orientation program for new hires, a representative of the Union will be allowed up to fifteen (15) minutes to meet with new bargaining unit members. Such meeting time shall be unpaid.

### **ARTICLE 3: RIGHTS AND MANAGEMENT**

- 3.1 The management of the hospital and the direction of the working force, including the right to direct, plan and control hospital operations , to hire, recall, promote , transfer demote, suspend for cause, discipline and discharge employees for cause, to lay off employees because of lack of work or for other legitimate reasons, to introduce new and improved operating methods and/or facilities , and to change existing operating methods and/or facilities, and to manage the hospital are invested exclusively in the Employer, except as limited by the provisions of this Agreement. The Union agrees to observe and uphold such reasonable rules and regulations as the Employer from time to time may establish. The Employer shall have the right to enforce compliance for the purpose of proper management of the institution except as limited by the provisions of this Agreement.

### **ARTICLE 4: HOURS OF WORK**

- 4.1 (A) The normal hours of work shall be a maximum of eighty (80) hours in a fourteen (14) day payroll period. All hours worked in excess of eight (8) hours per day and eighty (80) hours in a fourteen (14) day payroll period shall be compensated at a rate of time and one-half (1 ½) the employee's regular rate of pay, or time and one-half (1 ½) off, provided that such hours are taken off within that same payroll period and have been approved by the Employer.

There shall be no pyramiding of overtime and to the extent that hours are compensated at overtime rates, they shall not be counted as hours worked in computing overtime under the same or any other overtime provisions. An employee's compensated sick leave hours are not counted as hours worked for the purposes of calculating overtime. The normal workweek shall not be construed as a guarantee of hours or work per day or per week. Once the schedule has been posted, an employee who wished to take time off for a period of time covered by this posted schedule must submit a request through the Employer's electronic scheduling system. Such requests are subject to approval by the Employer.

- (B) The employee will not be scheduled for less than a four (4) hour shift.
- (C) It shall be provided that applicable pay rates will be paid to all employees required by the Employer to attend mandatory in-service meetings, and mandatory continuing education seminars up to the maximum of their regularly scheduled shift.
- (D) Employees may self-schedule themselves subject to supervisor approval. The normal workweek will run from Monday through Sunday. Monday morning will be considered the first shift of a new work week.
- (E) All new Business/Clerical employees who have less than forty (40) hours a week will be offered any available shifts/hours before casual/temporary employees. A casual/temporary employee is only used if no Business. Clerical employee with less than forty (40) hours per week wants the shift, Employees will be called to fill shifts if eligible on a rotating call list based on seniority.

- (F) The afternoon shift shall be all shifts starting between 11:00 a.m. and 5:00 p.m. The night shift shall be all shifts starting between 5:00 p.m. and 5:59 a.m.
- (G) When an employee is required to work a second (2nd) consecutive Saturday and/or Sunday, the employee shall be compensated at one and one half (1 ½) times their regular rate of pay for the second consecutive Saturday and/or Sunday. When an employee volunteers to work two (2) weekends in a row, including situations when the employee switches shifts with another employee that results in the employee working two weekends in a row, then the employee shall receive the employee's regular rate of pay for the second (2nd) weekend of work.

All employees scheduled for six (6) hours or more shall receive two (2) fifteen (15) minute rest periods at times designated by their immediate supervisor. Employees working shifts of six (6) hours or more shall be entitled to an unpaid lunch break of one-half (1/2) hour.

When an employee is called out to work on other than the employee's regular scheduled shift, the employee shall receive a minimum of four (4) hours' pay at the straight time rate. When an employee reports for work in accordance with the employee's schedule without having been notified not to report, the employee shall receive a minimum of four (4) hours' work. If there is no work available, then the employee shall receive four (4) hours' pay.

- (H) VTO - Voluntary time off is defined as non-paid time off initiated by either the Employee or Employer and approved by the Employer. VTO hours do accrue benefits but do not count toward the computation of overtime.
- (I) MTO - Mandatory time off is defined as non-paid time off assigned to an Employee by the Employer. MTO hours do accrue benefits but do not count toward the computation of overtime.

4.4 An employee whose hours are reduced because of low need shall be compensated only for the actual hours worked. If the employee is called back to work on the same work day, the employee shall be compensated for the difference between the hours worked that day and a regular eight (8) hour day.

4.5 There shall be no split shifts except in an emergency or by mutual agreement between the employee and the Employer.

#### 4.6 **Alternate Work Agreement**

By agreement of the Union, employee, and Employer, flexible schedules for work in excess of eight (8) hours per day may be used with overtime based on a forty (40) hour work week. Either the Employee or the Employer may rescind such a flexible schedule upon thirty (30) days written notice to the other party.

4.7 Employees required to attend mandatory meetings called on their day off (not to be scheduled excessively), will receive pay at straight time for attending the meeting, but not less than one (1) hour. The employer will not schedule mandatory meetings during Employee rest periods (break time and lunch break).

- 4.8 All employees will be allowed twelve (12) hours off between shifts, unless an employee volunteers to work a shift with less than twelve (12) hours between. This section does not apply to an employee working an alternative schedule.
- 4.9 Bargaining unit employees shall not be scheduled more than two (2) different shifts during the week unless an employee volunteers to work such shifts.
- 4.10 No employee will be scheduled to work more than five (5) consecutive days, excluding on-call assignments, unless by mutual agreement.

**ARTICLE 5: DEFINITION OF FULL-TIME AND PART-TIME EMPLOYEES**

- 5.1 (A) A full time employee is defined as an employee regularly/normally scheduled to work eighty (80) hours in a two (2) week period.

(B) Continued recognition of full-time status can be maintained with a schedule variance from the above, if acceptable by the employee, the Employer and the Union.

- 5.2 **Definition of a Full-time employee:**

All regular full-time employees shall be scheduled the minimum hours required to be considered full-time prior to any employee being scheduled in excess of the defined minimum hours. When this has been accomplished, any excess hours shall be granted according to seniority.

- 5.3 **Definition of a Part-time employee**

Part-time employees are those employees routinely scheduled to work their minimum of forty (40) hours or more per pay period, but less than eighty (80) hours per pay period, and not to exceed nine (9) scheduled shifts.

All regular part-time employees shall be scheduled their minimum hours before casual and temporary employees are called to work.

- 5.4 **Casual/Temporary Employees:** Those employees who work irregularly or occasionally as needed and who are not regularly scheduled.

Casual employees will be compensated in accordance with "Wages – Appendix A".

- 5.5 The schedule approved by the Employer for the period beginning on Monday shall be posted not later than fourteen (14) days in advance except in an emergency. Requests shall be made prior to posting. All changes after schedules have been posted shall be approved by the Employer, except in an emergency, which will be verified upon the employee's return to work.

- 5.6 A regularly scheduled part-time employee who is scheduled for, or consistently works, additional shifts beyond those in the employee's FTE in the employee's specified area may, after six (6) months, request that the average number of additional shifts worked in that preceding six (6) months be added to the employee's authorized FTE.

The Employer shall compare the employee's shifts per payroll period with factors such as the number of concurrent leaves of absence, work volumes, weekend coverage, and the viability of resultant unfilled shifts or position. Once these factors have been considered, the Employer shall modify the employee's authorized FTE. However, no FTE greater than 1.0 shall be permitted.

## ARTICLE 6: HOLIDAY PROVISIONS

6.1 All full-time and part-time employees will be allowed the following seven (7) holidays with pay, prorated on FTE status.

- |                       |  |
|-----------------------|--|
| 1. New Year's Holiday | New Year's Eve – afternoon shift (start time of 11:00am – 5:00pm inclusive)<br>New Year's Day – day and afternoon shifts |
| 2. Easter Sunday      |  |
| 3. Memorial Day       |  |
| 4. July Fourth        |  |
| 5. Labor Day          |  |
| 6. Thanksgiving Day   |  |
| 7. Christmas Holiday  | Christmas Eve – afternoon shift (start time of 11:00am – 5:00pm inclusive)<br>Christmas Day – day and afternoon shifts   |

All Employees who work are only entitled to be paid holiday pay (8 hours) for the actual Holiday once.

Employees who work the afternoon shift on Christmas Eve and/or New Year's Eve shall be paid at the holiday premium rate of time and one-half (1-1/2) for such shift(s) hours worked.

6.2 A full-time employee required to work on any of the above holidays will be compensated for such performed work at a rate of one and one-half (1 ½ ) the employee's regular hourly rate for all hours worked , in addition to eight (8) hours of holiday pay.

When any of the above holidays fall on a Sunday, the employee will be allowed to take a day off within four (4) weeks before or after the holiday based upon seniority, but subject to management approval and workloads.

6.3 A regular part-time employee who is required to work on any of the seven (7) holidays listed above shall be compensated at one and one-half (1 ½) the employee's regular hourly rate for all hours worked, in addition to eight (8) hours' holiday pay.

6.4 To be eligible for holiday pay an employee must have worked on the last scheduled day of work prior to and on the first scheduled day following the holiday. Scheduled day shall be defined as a regular scheduled day.

6.5 If an employee's paid holiday shall occur during the employee's vacation, the employee shall be granted an additional day of paid vacation.

- 6.6 Personal Day: only those employees who were employed by the Employer on 09/12/2011 and who had been employed (as of 9/12/2011) for one (1) year will be allowed two (2) scheduled personal holidays except in an emergency at the employee's discretion with supervisory approval.
- 6.7 Recognition Day: Only those employees who were employed by the Employer on 09/12/2011 and who had been employed (as of 9/12/2011) for more than ten (10) years or more shall receive one (1) extra scheduled day off with pay at their discretion with supervisory approval. Employees who have worked thirty one thousand two hundred (31,200) hours shall receive one additional Recognition Day.
- 6.8 Day off will be granted in the following order:
1. Holiday
  2. Vacation
  3. Requested Days Off
- 6.9 Holidays will be self-scheduled by seniority. In the event that no employee fills the shift, inverse seniority will be used to fill the shift.

#### **ARTICLE 7: VACATIONS**

- 7.1 This Article applies only to those employees with an authorized FTE of 0.06 or greater who were on the payroll as of (09/12/2011).
- 7.2 Vacation will be accrued each two (2) week payroll period, at the rate of .07693 hour for each credited hour. Accrual will be based on all credited hours (includes worked hours, vacation hours, and overtime hours) up to a maximum of eighty (80) credited hours each two (2) week payroll period.
- 7.3 Employees will be able to accrue vacation hours up to a maximum of three hundred twenty (320) hours. Once an employee has reached this maximum, no additional hours will accrue. Once an employee uses vacation to bring the employee's vacation balance below the three hundred twenty (320) hour maximum, the employee will resume accruals of vacation until the maximum has been once again reached.
- 7.4 Vacation pay will be paid as part of an employee's regular payroll check covering the period in which the vacation was taken.
- 7.5 Employees can use vacation in two (2) hour increments, with supervisory approval.
- 7.6 A week's vacation shall be construed to be a calendar week beginning Monday and ending Sunday. This will not prevent an employee from requesting, and being granted, vacation for other periods (e.g., Wednesday through Thursday).
- 7.7 A vacation sign-up schedule must be completed in November of each year for the next calendar year. Seniority shall be used in selection of vacation time.
- 7.8 Employees who have been employed and have more than 41,600 hours of service shall receive one (1) extra Vacation Day.



- 7.9 Employees who have been employed with more than 52,000 hours of service shall receive one (1) extra Vacation Day.
- 7.10 Employees who have been employed with more than 62,400 hours of service shall receive one (1) extra Vacation Day.
- 7.11 Employees who have been employed with more than 62,400 hours of service shall receive one (1) extra Vacation Day.
- 7.12 Employees who have been employed with more than 62,400 hours of service shall receive one (1) extra Vacation Day.
- 7.13 Vacation time shall not be accumulative from year to year. The scheduling of vacations will be handled by seniority as of the first pay day in January. Employees may use one-half (1/2) of allotted vacation as separate days or partial days with supervisory approval.
- 7.14 An employee shall give a two-week written notice of intention to terminate the employee's employment in order to qualify for terminal benefits, except in extenuating circumstances such as health reasons.
- 7.15 Leaves of absence shall not be considered as service in determining eligibility for vacations.
- 7.16 Vacations for regular part-time employees will be prorated based on the above time schedule.
- 7.17 A week's vacation shall be construed to be a calendar week beginning on Monday through Sunday. A vacation sign-up schedule must be completed in November of each year by seniority.

#### **ARTICLE 8: SICK LEAVE**

This Article applies only to those employees who were on the payroll as of (09/12/2011).

- 8.1 Full-time and part-time employees shall be credited with one (1) day (eight (8) hours) sick leave with pay for every one hundred seventy-three and three-tenths (173.3) hours worked and may accumulate any unused sick leave up to a maximum of seven hundred (700) hours.
- 8.2 After an employee has reached seven hundred (700) hours, an employee may trade in those hours in excess of seven hundred (700) hours, at the end of any calendar year at the rate of forty (40) hours' sick leave pay for one (1) day eight (8) hours of vacation pay.  
  
The excess accumulation will start July 1, 2001, and vacation bonus will be taken on a calendar year basis beginning January 1, 2002. The excess hours not traded in for vacation cannot be accumulated to the next year.
- 8.3 Sick leave pay shall be calculated at straight time earnings.

- 8.4 It is agreed that the daily sick leave benefit payable to an employee when the employee's absence has been caused by an industrial illness or accident shall be the difference between benefits payable to the employee under the Worker 's Compensation Law and the sick leave benefit otherwise due, and the employee's sick leave account shall be charged accordingly.
- 8.5 Upon returning from sick leave absence of over three consecutive (3) days, an employee may be required to present documentation stating the reason for the employee's absence.
- 8.6 Sick leave shall not be accrued while on a leave of absence.
- 8.7 Employees will be allowed to utilize sick leave at up to eight (8) hours per day for any scheduled weekday. Employees will be allowed to utilize sick hours for leaves provided by the Family Medical Leave Act. This shall include appointments that must be scheduled during an employee's scheduled work shift. Paid sick leave will be allowed during hospitalization of a covered family member that fits the FMLA definition.

**ARTICLE 9: PAID TIME OFF ("PTO")**

9.1 Paid Time Off ("PTO") Program is designed to meet an individual employee's need for personal time off or cash conversion.

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

PTO accrual is based upon actual hours worked.

Payment of PTO will be made at the employee's regular rate of pay.

Accrual of PTO commences upon hire. Employees are eligible to use accrued PTO immediately.

**ACCRUAL TABLE FOR PTO**

Years of Service	Accrual Rate	1.0 FTE Annual Accumulation (in Days)
0<3	0.06538	17
3<6	0.06920	18
6	0.07692	20
7	0.08076	21
8	0.08461	22
9	0.08846	23
10	0.09230	24
11	0.09615	25
12	0.10000	26
13	0.10384	27
14+	0.10769	28

The maximum accumulation in an employee's PTO Bank will be one and one quarter (1

¼) times the employee's annual accrual. When the employee reaches the maximum accumulation, the accrual then begins in the employee's Reserve Bank. A maximum of four-hundred and eighty (480) hours may accumulate in the Reserve Bank. When hours are used in the PTO Bank, accruals end in the Reserve Bank and begin again in the PTO Bank.

- 9.3 Requests for PTO must be submitted to the employee's immediate supervisor as far in advance of the requested time off as possible. The immediate supervisor shall respond to requests for time off in advance of the date(s) requested, in an accordance with department guidelines.

In the event of an unexpected illness or emergency, the employee is expected to provide as much notice as possible.

Management may limit the granting of PTO to assure proper staffing levels. Notwithstanding the above, approval of PTO requests will be based upon total seniority within each department according to departmental guidelines and will be coordinated with requests for Vacation time off from those employees covered under the Article 7 (Vacations). Management will review PTO and Vacation guidelines with staff on an annual basis, if requested. The Employer has the sole right to determine proper staffing levels.

- 9.4 **Reserve Bank:** An employee may opt to transfer any or all of the excess hours from the employee's PTO Bank on a one for one basis to the employee's Reserve Bank twice per year (June 1st and December 1st). A total of 40 hours must be left in the PTO Bank after hours have been transferred to the Reserve Bank.

Hours may accumulate in the Reserve Bank in the following ways: (A) accrual rollover from the PTO Bank upon reaching the maximum; or (B) optional transfer from the PTO Bank.

Once an employee has used three (3) consecutive days per calendar year of Regular PTO for illness or accident the employee may access the employee's Reserve Bank following the first day of the illness or accident. If the employee elects to draw from the employee's Reserve Bank, the employee will continue to draw down the Reserve Bank until the Reserve Bank balance is depleted.

- 9.5 **Sell Back:** Employees may "sell back" (cash out) Reserve Bank hours. A balance of forty (40) hours must be left in the Reserve Bank when selling back. Such sell back of Reserve Bank hours may be done twice per year (June 1st and December 1st). Payments will be made according to the following Schedule:

<u>Years of Service</u>	<u>Payment Percentage</u>
0-2	-0-
2-5	25%
5-8	40%
8-11	60%
11-14	80%
14+	100%

Upon termination of employment (voluntary or involuntary), the employee will be paid the remaining Reserve Bank hours in accordance with the above sell back schedule.

Employees electing to sell back Reserve Bank hours must submit an irrevocable election by December 31<sup>st</sup> of the calendar year immediately preceding the calendar year in which the Reserve Bank hours will be cashed out and payment made. The employee may elect to have the payment made twice per year (June 1<sup>st</sup> and December 1<sup>st</sup>).

- 9.6 **Bonus:** Employees with an authorized FTE of 0.6 greater will receive a one-time bonus of PTO hours based upon the following schedule, pro-rated for FTE status

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

- 9.7 An employee from outside the bargaining unit who transfers into a position covered by this CBA will, if under the vacation/sick plans, have the employee's unused vacation hours and sick leave hours converted to PTO in accordance with this Article.

Likewise, an employee who is covered under this CBA who bids on and accepts a different position within this CBA will, if under the vacation/sick plans, have the employee's unused vacation hours and sick leave hours converted to PTO in accordance with this Article.

- 9.8 Bargaining unit members will have the option to elect to convert PTO. Once such change is elected, the employee will not be able to return to Vacation and Sick. Employees electing this option shall have their unused vacation and sick leave accruals converted to PTO in accordance with the following:

- (A) Vacation hours will be rolled into the regular PTO bank, to a maximum of one and one-quarter ( $1 \frac{1}{4}$ ) times the annual PTO accrual. Vacation hours in excess of the maximum shall be rolled into the Reserve Bank and subject to the sellback provision under section 9.5 of this Article.
- (B) Up to forty-eight (48) hours of sick leave shall be rolled into the regular PTO bank. Any remaining hours of accumulated sick leave shall be placed into a "Sick Leave Bank."
- (C) The order by which banked hours shall be used is PTO in accordance with section 9.5 of this Article first, Reserve Bank second, Sick Leave Bank third, returning to PTO as needed.
- (D) Once a bargaining unit member's Sick Leave Bank hours have been exhausted, that bank will be terminated.

## ARTICLE 10: LOW NEED

- 10.1 Low Need. Low need affecting the operation of worksites covered by the contract is determined by the Employer based on a system-wide analysis. Low need is not a reduction of hours or layoff described below. When there is low need, the Employer shall reduce by assigning the low need day off in the following manner:

- a. Employees who are in an overtime status shall be released, including any employees who, if allowed to work, would reach overtime status by the end of the shift;
- b. Students (not to include students or temporary employees who are not replacing regular FTE), casual employees or temporary employees shall be released;
- c. The Employer shall seek volunteers starting with the most senior employee within the affected department and location by job classification who is working an extra shift.
- d. If there are no volunteers from among those working extra shifts, the Employer shall seek volunteers starting with the most senior employee within the affected department and location by job classification.
- e. Volunteers shall agree to full shift increments or those hours remaining to be considered a full shift.
- f. If there are no volunteers, any employee working an extra shift will be released from work and, if necessary, the low need day will be assigned in reverse order by seniority within the affected department and location and job classification.
  - If a low need day occurs after the schedule is posted, the employee who volunteers to take the time off may use Vacation/PTO/Personal Holiday time up to their authorized FTE (VTO with pay) or take the day off as VTO without pay.
  - If a low need day occurs after the schedule is posted, the employee who is assigned to take the time off may use Vacation/PTO/Personal Holiday time up to their authorized FTE (MTO with pay) or take the day off as MTO without pay.
- g. No employee shall have an assigned low need day more than four (4) times in a contract year. The Employer shall assign it to the most junior available employee on a rotation basis in reverse order of seniority.

## **ARTICLE 11: REDUCTION OF FTE HOURS/LAYOFF**

- 11.1 Reduction of FTE Hours or Layoff: In the event of an ongoing reduction of hours or a layoff, the Employer shall eliminate students (not to include students in educational rotations who are not replacing regular FTE), casual employees and temporary employees first, and then the Employer shall seek volunteers to accomplish the necessary reductions or layoff. The process shall be based upon bargaining unit seniority by asking the most senior employees first. The Employer will advise the Union as soon as possible in advance of any reductions and upon request of the Union, the parties shall meet to discuss the implementation or effect of any actual or proposed reductions or layoffs.

The Employer agrees that, for any employee who volunteers for a reduction under the above paragraph and who then applies for "unemployment" under the statutes of the appropriate legislative body, the Employer will not contest such claim for benefits based upon the employee having volunteered for this reduction.

- 11.2 If no employee volunteers to take a layoff, the Employer shall reduce hours or layoff starting with the least senior employee within the affected department by job classification using bargaining unit seniority. This employee shall have the option to bump into other jobs for which the employee is qualified within the job classifications covered by this agreement, provided that the employee can demonstrate having appropriate licensure, if required, and "Entry Level clinical competence" in the position for which the employee is moving into or can obtain such level of competence within a two-week training period.
- 11.3 Recall of employees shall be in the inverse order of layoff. Employees on layoff status will be accorded preferential hiring policies for those positions for which they may be qualified.

Bargaining unit employees recalled and returning to benefit-eligible positions or benefit-eligible FTE status from an involuntary layoff or involuntary reduction in FTE status within 30-days shall become eligible for coverage of benefits immediately and shall not be subject to any waiting periods otherwise required for such coverage of benefits.

## ARTICLE 12: INSURANCE

- 12.1 **Medical Insurance:** Beginning the first (1<sup>st</sup>) of the month following date of hire employees with a 0.6 FTE or greater will be eligible to participate in the Employer sponsored group health insurance plans. The Employer will notice the union prior to implementing any change in health benefits.
- 12.2 Employees covered under this collective bargaining agreement shall have the option to be enrolled in plans made available to non-contract employees as such plans may be amended from time to time at the sole discretion of the Employer. The Employer shall have the right to change the premium rates and structures, change the insurance program, and/or select an alternate carrier. The Employer will notice the Union prior to implementing any changes to the policy and upon request of the Union, the parties shall meet to discuss the implementation and effects of any actual or proposed changes to the policy.
- 12.3 **Dental:** Beginning the first (1<sup>st</sup>) of the month following the date of hire, employees with a .6 FTE or greater will be offered, without employee contribution, single dental coverage and be eligible to participate in the Employer sponsored group dental health plan. It is agreed that the Employer reserves the right to change, alter and/or modify the dental coverage offered and/or select an alternative carrier during the term of this agreement. The Employer will provide notice to the Union prior to implementing of any change in benefits.
- 12.4 **Group Life Insurance:** Full and part-time employees who are .6 FTE or greater shall be eligible for enrollment in the Employer's group term life insurance program on the same terms and conditions as non-contract employees.
- 12.5 **Long-Term Disability Insurance:** The Employer shall enroll all employees who are 0.6 FTE or greater in its Long Term Disability Insurance program on the same terms and conditions as non-contract employees. The Employer shall pay 100% of the premium for this insurance.

## **ARTICLE 13: RETIREMENT**

- 13.1 The Employer shall make an annual contribution to an Employer Sponsored Defined Contribution Plan for all eligible participants in the Plan who are credited with one thousand (1000) hours of service during the Plan year, and are employed by the employer on the last day of the Plan year.

Employees shall be eligible after attaining eighteen (18) years of age and one (1) year of service with 1,000 hours.

- 13.2 The Employer contribution shall be the same percentage contribution as the contribution for non-contract employees. It is further understood that the annual contribution shall be made at the same time and in the same manner as contributions are made for non-contract employees.

## **ARTICLE 14: SENIORITY**

- 14.1 Departmental seniority shall be granted to all employees, and shall be determined on the basis of the total number of hours worked. All new employees shall be placed on the seniority list after the completion of a probationary period of five hundred twenty (520) hours and their seniority rights shall revert to the first day of employment. Total hours worked is defined as all paid hours.

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

(A) Voluntarily quitting employment;

(B) Discharge for cause;

(C) Failure to report back to work within one (1) calendar week after recall from layoff. Such recall notice shall be communicated by certified mail, return receipt requested. If an employee is unable to return from recall from layoff the employee must communicate by registered certified mail with the Employer as to their availability within one (1) week after receipt of notice of recall;

(D) Failure to apply for re-employment within statutory limitation after honorable discharge from military service;

(E) Retirement, total disability continuing for a period of one (1) year, and layoff after one (1) year has elapsed since the date of layoff

- 14.3 Voluntary Time Off (VTO): Prior to implementing layoff and if there is a short-term reduction in available work, the Employer may offer employees the opportunity to volunteer to take time off (VTO). Employees taking VTO will do so unpaid, but will be credited towards their benefit hours for all such VTO time taken. No employee shall accrue more than a combined total of eighty (80) worked hours and VTO hours in a pay period.

- 14.4 A person employed to cover vacation periods or do other special work of a temporary nature shall not be entitled to acquire seniority or other fringe benefits under the terms of this Agreement. If such person acquires a regular FTE position, seniority will commence

as of the date the employee begins the regular FTE position. Such employee will be notified in writing of the temporary nature of the employee's work, a copy of which will be sent to the Union.

- 14.5 If any vacancy or newly created position shall occur in the bargaining unit, such vacancy shall be posted electronically for five (5) calendar days. Any employee may apply in for such vacancy during such five (5) day period. The Employer may temporarily assign any employee to such vacancy during the five (5) day posting period. The senior employee who has applied within the posting period shall be awarded the vacancy or new position, to perform the duties of the job involved if qualified.
- 14.6 Temporary vacancies in excess of thirty (30) days shall be posted for the present employees to bid on.
- 14.7 The Employer will provide an updated seniority report to the Union quarterly. The report will be provided on or about January 1<sup>st</sup>, April 1<sup>st</sup>, July 1<sup>st</sup> and October 1<sup>st</sup> of each year.

#### **ARTICLE 15: LEAVES OF ABSENCE**

- 15.1 The Essentia Health Family and Medical (FMLA) Leave Policy, or any successor policies, shall govern leaves of absence under this collective bargaining agreement except for areas specifically addressed elsewhere in this collective bargaining agreement and those items listed below.

Any employee who uses up their leave under the FMLA shall be granted up to an additional twelve weeks of leave if needed. This extension is contingent upon Essentia Health Physician verified medical necessity and does not apply to "Intermittent FMLA." Employees would have to pay for their own insurance coverage during this extended leave. The employee's seniority shall continue to accrue during this extended leave and the employee may return to their former position if vacant or a substantially equivalent position if one is available. The Employer shall not unreasonably withhold this additional leave.

#### **ARTICLE 16: BEREAVEMENT LEAVE**

- 16.1 The Employer's policy on Bereavement Leave as may be amended from time to time shall govern bereavement leave under this collective bargaining agreement.

An employee who must travel over five hundred (500) miles one way shall receive an additional two (2) days leave for which the employee shall use Vacation or paid time off (PTO) if available.

#### **ARTICLE 17: TUITION REIMBURSEMENT**

- 17.1 Essentia Health Policy-Tuition Reimbursement/Advance Payment for Non-Contract Employees, as updated from time to time, shall apply to employees covered by this Collective Bargaining Agreement.



## **ARTICLE 18: JURY DUTY**

- 18.1 The Employer's policy on jury duty, as may be amended from time to time, shall govern jury duty under this collective bargaining agreement.

## **ARTICLE 19: DISMISSALS AND SUSPENSIONS**

- 19.1 The Employer shall not discharge nor suspend any employee without just cause. In cases of discharge, the Employer shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union. No warning notice need be given to an employee where the employee is discharged if the cause for such discharge is:

- 1 Dishonesty;
- 2 Drunkenness, intoxication or being at work under the influence of narcotics or other drugs not prescribed by a physician;
- 3 Drinking on the job, consumption or possession of illegal drugs or alcohol on Employer premises;
- 4 Dispensing or personal use of prescription drugs without the approval of a physician;
- 5 Incompetence or negligence;
- 6 Mistreatment, inconsiderate treatment, or neglect of patients;
- 7 Disclosing to unauthorized persons confidential or privileged information, including patient information and/or personal affairs;
- 8 Insubordination (refusal to perform duties assigned by a superior or to follow reasonable direction given by a superior), provided such duties are not of themselves illegal acts or hazardous;
- 9 Theft;
- 10 Threatening behavior or fighting on Employer premises; and/or
- 11 Willful destruction of property.

- 19.2 No warning notice need be given in the instance of a suspension, which is defined as a removal from the payroll for a period of time with the right to be reinstated without loss of seniority at the end of said period of time.

- 19.3 Any disciplinary actions to be taken against employees may be handled in the presence of the employee and the employee's Union Representative if the employee requests representation. The Employer may have representation of personnel who are involved with the issue.

- 19.4 A warning notice shall not remain in effect for a period of more than twelve (12) months from the date of the corrective action.

- 19.5 All discharges must be by written notice to the employee and the Union.

The normal progression shall be as follows:

- 1 On the first (1) offense, an employee shall receive a verbal warning.
- 2 On the second (2) offense, an employee shall receive a written warning notice of disciplinary step.
- 3 On the third (3) offense, an employee shall be suspended for up to three (3) working

days, without pay. In lieu of a suspension, the employer may issue a final written warning.

4 On the fourth (4) offense, there shall be a dismissal.

19.6 An employee's refusal to accept work other than for personal illness or serious illness in the immediate family (spouse, dependent children, father or mother) or for any legal or legitimate excuse will be considered a resignation. The Employer shall mail a notice to the employee at the employee's last known address advising the employee that the employee has been terminated. Failure to furnish the Employer with a satisfactory reason within ten (10) days of mailing of said notice shall be considered as a voluntary resignation.

If an employee who fails to report to work as scheduled also fails to furnish the Employer with a justifiable excuse within forty-eight (48) hours thereof, or if an employee fails to report to work within one (1) week following the expiration of a leave of absence, such employee shall then be presumed to have resigned from the service of the Employer and the employee's seniority and employment will be terminated. However, that if such an employee can thereafter furnish the Employer with reasonable proof that such employee could not report for work or report in, or could not notify the Employer of the employee's absence because of illness or unforeseen emergency or other justifiable reason, such employee shall be reinstated without any break in the service.

19.7 **Personnel File:** An employee shall be entitled to review evaluation reports, disciplinary notices or records, and attendance records contained in the Employer's personnel file during reasonable times and in the presence of a representative of the Employer, and the Union, at the request of the employee. If requested, copies of evaluations shall be given to the employee. Personnel records regarding counseling, discipline, etc., shall not be placed in the employee's personnel files without the employee's knowledge.

## ARTICLE 20: GRIEVANCE PROCEDURE

20.1 **Definition of Grievance:** A grievance is an alleged violation of specific terms and conditions of this Agreement.

20.2 **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 by the grieving party shall result in the grievance being permanently waived and the grievance shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual agreement.

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

**Step 1.** Within ten (10) calendar days of the alleged grievance, the employee shall informally meet with the employee's immediate supervisor to discuss the issue. The employee may choose to have a Union Steward present at the meeting. The Union Staff Representative shall have a right to directly discuss the grievance with Essentia Health's Labor Relations staff in an attempt to resolve grievance.

**Step 2.** In the event no settlement is reached at Step 1, it shall reduce its grievance to writing, specifically listing the provisions of the Agreement that were allegedly violated, and submit to the

Employer as well as Essentia Health's Labor Relations office within fifteen (15) calendar days from the date of occurrence. A grievance relating to pay shall be timely only if received by the above named within fifteen (15) calendar days after the pay day for the period during which the alleged violation occurred.

Within fifteen (15) calendar days following receipt of the grievance the Employer's designee, a member of Essentia Health's Labor Relations staff, the employee, the employee's supervisor and the union steward shall meet in an attempt to resolve the grievance. The Employer shall submit a written response to the grievance within fifteen (15) calendar days of such meeting.

**Step 3.** If the grievance is not resolved at Step 2, the parties, within fifteen (15) calendar days of the Employer's written response to Step 2, may mutually agree to enter into mediation, as an alternative means to resolution.

During the mediation process, the time limits in this Article shall be suspended. A mediator from the Federal Mediation and Conciliation Services shall be used, unless the parties mutually agree to another resource. No official records of the mediation sessions will be kept or distributed except that any agreement reached shall be reduced to writing. If agreement cannot be reached, the issue may be moved to arbitration. No discussions, actions, proposals, or anything said or done by either party or the mediator, either verbally or in writing, may be used in the arbitration process.

The expenses and remuneration of the Chairman of the Board of Arbitration shall be borne by the parties equally. The time limitations specified in the grievance procedure may be extended by written approval of the parties hereto. The arbitrator's jurisdiction and authority is strictly limited to determining the merit of the grievance against compliance with the provisions of this Agreement.

**Step 4.** If the grievance is not resolved in Step 3, either the Employer or the Union may refer the matter to arbitration. The written request for arbitration must be received by the other party within fifteen (15) calendar days following receipt of the Step 2 response or the inability to resolve the issue at Step 3.

1. Arbitration Board: The arbitration request shall be referred to a Board of Arbitration composed of one (1) representative of the Union, one (1) representative of the Employer, and a third (3rd) neutral member to be selected by the first two (2). In the event that the first two (2) representatives cannot agree upon a third (3rd) neutral member within an additional five (5) days, such third (3rd) neutral member shall be selected from a list of seven (7) neutral arbitrators to be submitted by the FMCS. The decision of who shall strike the first listed arbitrator shall be determined by the toss of a coin.
2. The Employer and the Union, or the representatives of each designated in accordance with Step 4, may waive the requirement of a three (3) member panel and agree that the arbitration case may be heard and decided by a single neutral arbitrator.
3. A majority of decision of the Board of Arbitration will be final and binding upon the Union, the Employer and the employees covered by this Agreement. The decision shall be made within thirty (30) calendar days following the close of the hearing.
4. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.
5. The authority of the arbitrator shall be limited to making an award relating to the

interpretation of/or adherence to the written provisions of the Agreement and the arbitrator shall have no authority to add to, subtract from, or modify in any way the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance and the arbitrator shall have no power to decide any other issues.

Duly authorized representatives of the Union shall have the right to accompany the Union Grievance Committee at all times in the discussion or adjustment of grievances, provided, however, that all such Union representatives and members of the Grievance Committee shall perform such functions on their own time.

#### **ARTICLE 21: COMMITTEE OF LABOR MANAGEMENT**

21.1 A Committee of Labor and Management will be formed to meet as needed, upon request by either party, to review and resolve problems between the Union, employees and Management. The Committee shall be made up of no more than three (3) representatives from the bargaining unit and three (3) from Management, unless the parties mutually agree to a greater number of people to serve on the Committee.

21.2 The parties may mutually agree to invite guests depending on the nature of the problem set for discussion, and the department(s) or employee(s) identified as being affected. An agenda will be prepared and distributed to both parties prior to the meeting and the business of that meeting shall be limited to that agenda.

#### **ARTICLE 22: NO STRIKES OR LOCKOUTS**

22.1 The Union agrees that during the term of this Agreement there shall be no strikes (economic, unfair labor practice, or otherwise), picketing, stoppages, or slowdown of work by the Union or any of its members, and the Employer agrees that during the term of this Agreement there shall be no lockouts by the Employer.

#### **ARTICLE 23: TIME OFF FOR UNION ACTIVITY**

23.1 Employees shall be granted time off for Union activity up to a maximum of forty (40) hours per contract year per individual employee and a maximum of one- hundred and twenty (120) hours per contract year for the bargaining unit as a whole, excluding time spent in contract negotiations. Any employee elected by the Union to represent such Union at which requires the employee's absence from duty shall upon application of two (2) calendar weeks' notice be allowed to attend such meetings.

23.2 In the event that additional time off is necessary for these or other union business, such additional time off may be granted subject to the approval of the Employer. The selection of the number of delegates shall not impair the operations of the Hospital.

23.3 Employees shall be granted this time off without pay and without discrimination and without loss of seniority rights or any other rights granted by the contract.

23.4 Lost Time spent serving on the Union Negotiating Committee shall be counted as time

worked solely for the purpose of determining eligibility for Insurance benefits, Holiday Pay, Pension contributions, and Vacation accumulation; up to forty (40) hours per year. Such time shall be designated as Union Business Voluntary Time Off (UBVTO).

#### **ARTICLE 24: UNION ACCESS TO PREMISES**

- 24.1 Duly authorized representatives of the Union who customarily handle grievances shall have access to the premises of the Employer at reasonable times and subject to reasonable rules to investigate grievances with which they are concerned. Prior authorization must be obtained from the Administrator or acting Administrator so as not to interfere in any way to operation of the Hospital. The designated Union Steward shall be allowed reasonable work time to fulfill the necessary functions of the office. Union business is not to be done on business hours.

#### **ARTICLE 25: DRESS CODE**

- 25.1 Employees will adhere to Essentia Health East Region Apparel Policy / Dress Code Policy, as amended from time to time. In the event changes are made to the Policy, the parties agree to meet and confer upon the request of the Union or Employer.

#### **ARTICLE 26: DRUG AND ALCOHOL**

- 26.1 The Essentia Health Drug and Alcohol Testing- Policy or any successor policies, shall govern drug and alcohol testing under this collective bargaining agreement except for areas specifically addressed elsewhere in this collective bargaining agreement. A copy of the current policy in effect shall be made available to all employees.

#### **ARTICLE 27: WAGE ADMINISTRATION AND SALARY SCHEDULE**

- 27.1 The salary schedule for all employees covered under this Agreement shall be that which is shown as Appendix "A" and attached hereto and shall become a part of this Agreement.
- 27.2 New employees shall be given credit for previous experience as applied to salary.
- 27.3 Afternoon shift is any shift that begins after 11:00 a.m. and before 5:00 p.m. Hours worked on the afternoon shift shall receive a premium of \$1.25 per hour. This would apply only to employees' assigned shifts.
- 27.4 Night shift differential of \$1.50 per hour.

#### **ARTICLE 28: TEAM LEADER**

- 28.1 The Employer in its sole discretion determines when a Team Leader is appropriate to any work group. The Team Leader role will include but not be limited to scheduling, making staff assignments, reviewing staff competencies, orienting, and training staff. The Team

Leader will not substitute for a supervisor or manager by hiring and terminating staff, conducting staff evaluations, and administering employee discipline. A Team leader shall be compensated at a rate of one dollar (\$1.00) per hour above the employee's base rate, if the Team Leader is in the same job classification of those employees over which the employee leads. Article 14.5 shall not apply to the selection of the Team Leader position.

#### **ARTICLE 29: MARKET DIFFERENTIAL**

29.1 If the Employer determines that the market for a specific job title has increased significantly, or the Employer experiences an inability to recruit or retain for a specific job title, the means by which the Employer can compensate new hires in a manner over and above the negotiated wage scales is by implementing a market differential as outlined below. This differential is not intended as a limitation on the Employer's ability to offer relocation plans and other limited programs to ensure the ability to attract new employees.

- The differential will be given to all in the job title and new hires within that same job title.
- The differential will be a flat rate paid on hours paid.
- The differential will not be part of base salary.
- Annual increases are calculated on base salary only.
- The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.
- Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.

#### **ARTICLE 30: GENERAL PROVISIONS**

30.1 Applicable pay rates will be paid to all employees required by the Employer to attend mandatory in-service meetings.

30.2 There shall be no conducting of Union business on work time.

#### **ARTICLE 31: SEPARABILITY**

31.1 Any term, Article, Section or paragraph of this Agreement which is not in conformance with any state or federal law or statute shall be stricken from this Agreement and a substitute for same shall be negotiated.

#### **ARTICLE 32: SUCCESSOR CLAUSE**

32.1 The Union will be notified in writing by the Employer at least thirty (30) days prior to any consolidation, merger, sale, partnership, and or similar legal agreement (herein after referred to as a "Transaction"). The Employer agrees that, as a condition of any Transaction, the Employer will attempt to obtain a commitment from the other party or parties to the Transaction that the entity resulting from the Transaction will recognize the Union as the representative of the covered employees and will follow the legally allowed

terms of this Agreement until a new agreement has been negotiated. Essentia Health will meet with representative of the Union to negotiate regarding the effect of the Transaction on the covered employees.

**ARTICLE 33: ACTIVE BALLOT CLUB CHECKOFF**

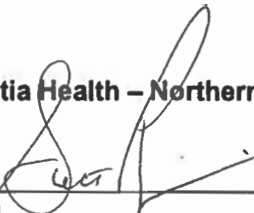
- 33.1 The Employer agrees to deduct amounts designated by employees for the UFCW Active Ballot Club (ABC) when the Employer has been furnished an individual written authorization for making such deductions. It is agreed that the ABC authorization is to be voluntary. The Employer agrees to remit the ABC contributions to Local #1189 in the same manner as the Union dues.

**ARTICLE 34: DURATION OF AGREEMENT**

The Agreement shall automatically renew each year after the expiration date, unless ninety (90) days prior to September 30, 2027, either party gives notice to the other of its intention to amend or terminate this Agreement.

The term of this agreement (October 1, 2024 – September 30, 2027)

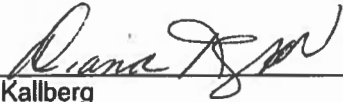
**For Essentia Health – Northern Pines Medical Center – Aurora, MN**

  
\_\_\_\_\_  
Scott Pepin  
Chief Human Resources Officer

  
\_\_\_\_\_  
John Haberman  
Director of Labor Relations

  
\_\_\_\_\_  
Jason Baasten  
Senior Labor Relations Specialist

  
\_\_\_\_\_  
Amy Holodnick  
Senior Labor Relations Specialist

  
\_\_\_\_\_  
Diana Kallberg  
Administrator

**For United Food and Commercial Workers – Union Local 1189 – Duluth, MN**

  
\_\_\_\_\_  
Deanna Hughes  
Union Representative



## APPENDIX A – Wages

Effective October 1, 2024: three percent (3%) across the board wage adjustment

Effective October 1, 2025: two percent (2%) across the board wage adjustment

Effective October 1, 2026: two percent (2%) across the board wage adjustment

Therapy Clerk, Registration/Charge Clerk and Insurance/SNF Biller all renamed Patient Service Assistant (PSA). Ward Clerk renamed Health Unit Coordinator (HUC).

### NEW GRID (Y1)

	Start Rate	1 2080	2 4160	3 6240	4 8320	5 10400	10 20800	12 24960	15 31200	20 41600
Patient Access Representative	\$16.12	\$16.81	\$17.06	\$17.38	\$17.74	\$18.38	\$19.90	\$20.72	\$22.00	\$24.32
Health Unit Coordinator	\$17.15	\$17.53	\$17.94	\$18.36	\$18.76	\$19.19	\$21.22	\$22.30	\$23.73	\$26.26

### NEW GRID (Y2)

	Start Rate	1 2080	2 4160	3 6240	4 8320	5 10400	10 20800	12 24960	15 31200	20 41600
Patient Access Representative	\$16.44	\$17.14	\$17.40	\$17.72	\$18.10	\$18.75	\$20.29	\$21.14	\$22.44	\$24.80
Health Unit Coordinator	\$17.49	\$17.88	\$18.30	\$18.72	\$19.13	\$19.57	\$21.65	\$22.74	\$24.20	\$26.78

### NEW GRID (Y3)

	Start Rate	1 2080	2 4160	3 6240	4 8320	5 10400	10 20800	12 24960	15 31200	20 41600
Patient Access Representative	\$16.77	\$17.49	\$17.75	\$18.08	\$18.46	\$19.13	\$20.70	\$21.56	\$22.89	\$25.30
Health Unit Coordinator	\$17.84	\$18.24	\$18.66	\$19.10	\$19.51	\$19.96	\$22.08	\$23.20	\$24.69	\$27.32

**APPENDIX B – LETTER OF UNDERSTANDING  
CROSS-FACILITY COOPERATION**

**Letter of Understanding  
Between Essentia Health Northern Pines Medical Center  
AND  
United Food and Commercial Workers Union Local 1189**

The Essentia Health System affords Bargaining Unit staff with opportunities to assist patients in Essentia facilities outside of Northern Pines Medical Center. Conversely, the Essentia Health System possesses outside resources that may be utilized to assist Bargaining Unit staff with patient care within Northern Pines Medical Center, including Telehealth capabilities currently being utilized (telesitter and telemetry).

The opportunities presented through cross-facility cooperation are voluntary in nature. An employee who declines a volunteer opportunity to work at another facility will not be treated detrimentally for that decision.

An employee who is going to be placed on an MTO in the employee's primary role and is given an opportunity to pick up a shift at another facility, but declines, will be offered the opportunity to use a MTO or VTO.

Non-Bargaining Unit employees shall not be offered a bonus for working shifts at the facility unless the same bonus has been offered to Bargaining Unit employees for working the unfilled shift(s).


Cross-facility Cooperation. The following parameters will apply to circumstances involving cross-facility cooperation between Essentia facilities:

1. Voluntary shift pick-up by bargaining unit employees outside Northern Pines Medical Center.
  - a. When the Employer identifies a need for staff coverage at a facility outside of Northern Pines Medical Center, staff covered by this agreement may be asked in order of seniority to volunteer to pick up a shift in addition to the employee's scheduled shifts (beyond the employee's FTE) or in lieu of a scheduled shift within the Bargaining Unit.
  - b. The Employer will pay the employee at the employee's regular rate of pay, unless the rate of pay is a higher pay rate or higher wage at the picked-up location, then the employee will receive the higher wage.
  - c. Hours will count towards the calculation of overtime and benefits and subject to applicable overtime provisions.
  - d. An employee who picks up a shift will be reimbursed for expenses to the non-home location in accordance with the travel and expense reimbursement policy.
  - e. An employee who picks up a shift will clock in at the beginning of the shift at the non-home location.
  - f. An employee who has already clocked in at Northern Pines Medical Center and subsequently volunteers to go to another facility to work will remain on the clock during travel to the receiving facility and throughout the remainder of the shift.
  - g. An employee will not have the employee's scheduled hours changed as part of the agreement to work at the outside facility unless the employee agrees to the change.
  - h. An employee that works at a non-bargaining unit location cannot be mandated to work additional hours/shifts at the non-bargaining unit location.

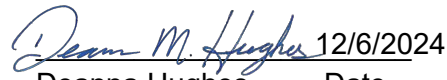
- i. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an Employee refuses to enter upon any property involved in a primary labor dispute, including the primary legal picket line of any Unions at the Employer's places of business.
2. Shift pick-up by non-bargaining unit Essentia Health staff at Northern Pines Medical Center.
- a. When the Employer identifies a need for additional staff coverage to assist with patient care at Northern Pines Medical Center, non-bargaining unit Essentia Health staff may be assigned bargaining unit work at Northern Pines Medical Center on a limited basis only under the following circumstances:
    - i. In order to assure proper access for patients;
    - ii. In order to fill unanticipated holes in the schedule within 72 hours of the scheduled shift.
  - b. Non-bargaining unit Essentia Health staff may be assigned bargaining unit work at Northern Pines Medical Center to work on a limited basis under the circumstances described above, provided that:
    - i. All available and qualified bargaining unit employees have been offered a reasonable opportunity to pick up a shift, even if the assignment would result in overtime pay;
    - ii. No bargaining unit employee would be displaced or have hours reduced through the assignment of the non-bargaining unit employee;
    - iii. The non-bargaining unit employee is qualified and trained to perform the work assigned (note: an employee may be assigned to duties being performed by a bargaining unit employee within the employee's scope of abilities so as to free the bargaining unit employee for other tasks to which the non-bargaining unit employee is not capable of performing);
    - iv. The non-bargaining unit employee would be the first to be relieved if the Employer determines that the additional staff is no longer necessary, and it is safe to relieve the non-bargaining unit staff from task.
  - c. The limited use of non-bargaining unit staff to perform bargaining unit work will not require the non-bargaining unit staff to obtain union membership and will not be deemed accretion of one group of employees into another.
  - d. The limited use of non-bargaining unit staff will not be used as a means of circumventing the hiring of staff into the bargaining unit.

This Letter of Understanding and the accompanying cross-facility floating program shall be in effect through September 30, 2027, unless the parties mutually agree to extend the program.

**Employer:**

 11.26.24  
 Jason Baasten                      Date  
 Essentia Health  
 Senior Labor Relations Specialist

**Union:**

 12/6/2024  
 Deanna Hughes                      Date  
 UFCW Local 1189  
 Union Representative

## **APPENDIX C – Essentia Health Policies**

The following policies are included in this Appendix B for reference purposes and each policy may be amended in accordance with the Collective Bargaining Agreement:

- a. LOA
- b. Bereavement Leave
- c. Tuition Reimbursement
- d. Jury Duty
- e. Dress Code
- f. Drug and Alcohol

The following will apply to each policy listed above and included in this Appendix B:

“The Employer will notice the Union prior to implementing any changes to the policy and upon request of the Union, the parties shall meet to discuss the implementation and effects of any actual or proposed changes to the policy.”



Title: Drug, Alcohol, and Cannabis-Free Workplace and Testing

Policy #: EHADM1035

Approval Body: Essentia Health Leadership Team

Last Review Date: 11/6/2023

Page 1 of 6

Review Cycle: Every 3 years

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**Scope: This policy applies to Essentia Health and its Affiliates.<sup>1</sup>**

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**Purpose:**

- I. Essentia Health is committed to providing a safe, productive, and healthy work environment. Use of Drugs, Alcohol, and Cannabis can adversely affect productivity, work quality, and dependability, as well as pose a significant threat to the safety, security, and welfare of Essentia Health, its employees, patients, vendors, and the public.
- II. Accordingly, Essentia Health has established and administers this policy to maintain a workplace free from the use and abuse of Drugs, Alcohol, and Cannabis.

**Definitions:**

- I. **ADA Job Modification:** reasonable changes or adjustments to a job or work environment that permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, or to enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities.
- II. **Alcohol** means any beer, wine, liquor, or other alcoholic beverage used for consumption.
- III. **Cannabis** means all forms of legalized<sup>2</sup> cannabis/marijuana, including cannabis flower, cannabis products (including lawful CBD and THC products), nonintoxicating cannabinoids, lower-potency hemp edibles, hemp-derived consumer products, edible cannabinoid products which are intended to be eaten or consumed by humans that contain cannabinoid in combination with food ingredients.
- IV. **Drug(s)** means a substance whose use or possession is controlled by state or federal law but that is not being used or possessed under the supervision of a licensed healthcare professional.<sup>3</sup> This includes prescription medications that contain a controlled substance, and that are used for a purpose or by a person for which or for whom they are not prescribed.
- V. **Medical Marijuana** means derivatives of a cannabis plant that is used to ease symptoms caused by certain medical conditions. Patients who are qualified for Medical Marijuana programs are enrolled in a patient registry to use and possess cannabis for medical purposes.
- VI. **Patient Registry:** a state-sponsored program in which an individual enrolls as medical cannabis patient. In certain states, the individual will receive a medical marijuana card as proof that their medical provider has authorized their use of medical marijuana.

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<sup>1</sup> This policy does not apply to an employee while on Essentia Health premises solely for the purpose of receiving medical treatment or visiting a person who is receiving medical treatment, except as to the use, sale or transfer of Drugs, Alcohol, or Cannabis.

<sup>2</sup> The legalization of Cannabis depends on the state an individual is located.

<sup>3</sup> For reference, controlled substances are identified in Schedules I-V of 21 C.F.R. Part 1308. For purposes of this policy, "Drugs" does not include Cannabis products identified in Schedules I-V.

VII. **Reasonable Suspicion** means any contemporaneous or articulable observations concerning the appearance, behavior, speech or body odors of any employee or any other evidence that indicates the employee may be under the influence of Drugs, Alcohol, or Cannabis.

VIII. **Safety Sensitive Position** means a job, including any supervisory or management position, in which an impairment caused by Drugs, Alcohol, or Cannabis usage would threaten the health or safety of any person.

**Policy:**

I. ***Workplace Free of Drugs, Alcohol and Cannabis***

- A. Essentia Health prohibits the use, possession, manufacture, transfer and sale of Drugs, Alcohol, and Cannabis while working, while on any premises owned or operated by Essentia Health and while operating any Essentia Health vehicle, machinery, or equipment. This prohibition applies to remote workers, or individuals who work at their private residence, during regular work hours or any time in which they are performing services on behalf of Essentia Health.
- B. No employee (including remote employees) may report to work, or work anywhere on behalf of Essentia Health, while under the influence or impaired by Drugs, Alcohol, and/or Cannabis (including impairment from Medical Marijuana).
- C. This policy applies to all official and unofficial meal and rest breaks, and all other times during the working day when an employee has reported for work.
- D. This policy does not prohibit:
  1. The use and possession of properly prescribed drugs or medications if it does not interfere with the employee's job performance or pose a direct threat to the health or safety of the employee and/or others and complies with all applicable state and federal laws. Employees may use and possess Medical Marijuana provided state or federal law does not prohibit their use of Medical Marijuana, they comply with this provision, they are enrolled in a patient registry, and they have been approved for an ADA job modification.
  2. The moderate consumption of alcoholic beverages by off duty employees (who are not on call) at Essentia Health sponsored events where Essentia Health authorizes alcoholic beverages be served (except by employees working on a federal contract or subcontract).
  3. The possession of sealed bottles of cans of Alcohol or Cannabis in employee vehicles on Essentia Health premises, so long as this possession complies with applicable state law if the vehicle were on a public street.
  4. The possession of Alcohol or Cannabis in a remote worker's home. However, remote workers must not have Alcohol or Cannabis products in their designated workspace during regular work hours or at any time in which they are performing services on behalf of Essentia Health.
- E. Employees are encouraged to voluntarily disclose the excessive use of Drugs, Alcohol, or Cannabis before being confronted, tested, or otherwise involved in disciplinary proceedings. Employees who do so will not be discriminated against because of this disclosure nor will the information that is disclosed be used as the sole basis for discipline. Employees are encouraged to seek assistance through the Employee Assistance Program (EAP) offered through Essentia Health. An individual who does so may be granted time off for treatment, rehabilitation, or counseling in accordance with Essentia Health policies.
- F. If an employee reasonably suspects that another employee has reported to duty or is on duty in a chemically impaired state, the employee must report this to a supervisor.
- G. Violation of this policy may result in discipline, up to and including termination of employment.

## II. **Testing for the Presence of Drugs, Alcohol, and/or Cannabis**

Essentia Health may require an applicant or employee to undergo Drug, Alcohol, and/or Cannabis testing under the following circumstances:

### A. **Pre-Employment Testing:**

1. Essentia Health may require a job applicant to undergo Drug and Alcohol Testing provided a job offer has been made to the applicant and the same test is required of all job applicants conditionally offered employment for that position.
2. Essentia Health may also require a job applicant to undergo Cannabis testing provided a job offer has been made to the applicant for one of the following positions and the same test is required of all job applicants conditionally offered employment for that position:
  - a. A Safety-Sensitive Position;
  - b. A position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to: (i) children; (ii) vulnerable adults; or (iii) patients who receive health care services from a provider for the treatment, examination, or emergency care of a medical, psychiatric, or mental condition;
  - c. A position requiring a commercial driver's license or requiring an employee to operate a motor vehicle for which state or federal law requires testing of a job applicant or an employee;
  - d. A position of employment funded by a federal grant; or
  - e. Any other position for which state or federal law requires testing of a job applicant or an employee for Cannabis.

### B. **Testing of Current Employees:**

1. Essentia Health in its sole discretion, may choose whether to administer a test to determine the presence of Drugs, Alcohol and/or Cannabis upon an employee. If it is clear and obvious that the employee is under the influence based on observed signs of impairment, and/or upon questioning the employee admits to being under the influence, there is no need to perform a Drug, Alcohol, or Cannabis test.
2. All tests must be conducted by a laboratory licensed by the applicable state and certified by the National Institute on Drug Abuse. No test will be conducted by a testing laboratory owned or operated by Essentia Health. The laboratory will notify only Essentia Health's representative of the presence or absence of Drugs, Alcohol, or Cannabis in the sample tested.
3. Testing will be performed only under the circumstances described below:
  - a. Reasonable Suspicion: Essentia Health may require an employee to undergo Drug, Alcohol and/or Cannabis testing if it has a Reasonable Suspicion that an employee (1) is under the influence of Drugs or Alcohol or (2) has violated Essentia's work rules prohibiting the use, possession, sale, or transfer of Drugs, Alcohol, or Cannabis while the employee is working, on Essentia Health's premises, or operating Essentia Health's vehicle, machinery, or equipment, including the rules stated in this Policy.
  - b. Post Accident: Essentia Health may require an employee to undergo Drug, Alcohol, and/or Cannabis testing if it has a Reasonable Suspicion that the employee (1) has sustained a personal injury, (2) has caused another employee to sustain a personal injury, (3) has caused a work-related accident, or (4) was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

- c. Post-Treatment: Essentia Health may require an employee to undergo Drug, Alcohol, and/or Cannabis testing if the employee has been referred by Essentia Health for substance use disorder treatment or evaluation or is participating in a substance use disorder treatment program under an employee benefit plan. Under such circumstances, Essentia Health may require the employee to undergo Drug, Alcohol, and Cannabis testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed substance use disorder treatment program.
4. Unpaid Leave Pending Test Results: An employee who is reasonably suspected of being under the influence of Drugs, Alcohol, or Cannabis will not be allowed to work and will, after furnishing the test specimen, be sent home on a non-disciplinary indefinite unpaid leave pending the results of the test(s). This leave will not extend beyond three (3) days after receipt of the test results.

### III. **Rights Related to Testing:**

- A. Right to Refuse to Undergo Testing: Applicants and employees have the right to refuse to undergo Drug, Alcohol or Cannabis testing. Such refusal will be treated as a failure to comply with this Policy and may result in withdrawal of a job offer made contingent on passing a Drug, Alcohol, and/or Cannabis test, or discipline up to and including termination of employment.
- B. Pretest Notice and Consent: Before requesting or requiring an employee to undergo testing, Essentia Health will provide the employee with a copy of this policy and will provide the employee with an opportunity to read the policy. All employees tested **must** review and sign their consent, or refusal to consent, prior to testing.
- C. Union Representative: An employee may request that a union representative or co-worker be present or accompany them to the test-collection site as a resource or support person. Testing will not be delayed for the requested union representative or co-worker to attend.
- D. Results of the Test: Within three (3) days of receiving the test results, Essentia Health will provide the employee with notification of the test results.
- E. Rights in Case of a Positive Test: If the initial result on the Drug, Alcohol or Cannabis test is positive, the sample that was tested will automatically be subject to a second, confirmatory test. No employee will be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation solely on an initial positive test result.
  1. In the event of a positive test result, the applicant or employee has the right to explain the positive test result, including by submitting verification of enrollment in a Medical Marijuana program. This explanation must be submitted in writing within three (3) working days of the applicant or employee's receipt of the test result.
  2. An applicant or employee may also request, at their own expense, a confirmatory retest of the original sample. Such request must be submitted in writing within five (5) working days of the applicant or employee's receipt of the test result.
- F. Copy of Test Results: An employee who is requested or required to undergo Drug, Alcohol, or Cannabis testing will be provided with a copy of the test results upon request.
- G. Negative Test Results: An employee who is placed on leave without pay will be reinstated with back pay if the outcome of a Drug, Alcohol and Cannabis test is negative.
- H. Confidentiality: The fact that an applicant or employee has been requested to take a Drug, Alcohol, or Cannabis test, the result of the test, and information obtained in the Drug, Alcohol, or Cannabis testing process shall be treated in a manner consistent with Essentia Health's treatment of other private and confidential information concerning employees. This information will not be communicated by Essentia Health to individuals inside or outside of the organization without the employee's consent, except to those who need to know this information to perform



their job functions, and as permitted or required by law or regulation, including laws or regulations requiring reporting of Drug, Alcohol, or Cannabis test results to applicable licensing agencies or boards.

#### IV. ***Consequences for Applicants and Employees***

- A. **Applicants:** If a job applicant has received a job offer made contingent upon passing Drug, Alcohol, or Cannabis testing under this Policy, Essentia Health will not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. A confirmed positive test result may result in withdrawal of Essentia Health's job offer to the applicant. If the job offer is withdrawn, Essentia Health will inform the job applicant of the reason for its action.
- B. **Employees:** Current employees are subject to the following consequences following a positive test:
1. Essentia Health will not take adverse action against an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
  2. After requiring an employee to undergo testing, Essentia Health may temporarily suspend the employee or transfer the employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested by the employee a confirmatory re-test, if Essentia Health believes doing so is reasonably necessary to protect the health or safety of the employee, other workers, patients, or the public.
  3. Essentia Health may subject an employee who receives a confirmed positive test result to discipline (excluding termination of employment).
  4. Before an employee with a confirmed positive test result can be discharged, Essentia Health will give the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan (if available), either a Drug, Alcohol, or Cannabis counseling or rehabilitation program, whichever is more appropriate, as determined by Essentia Health after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of substance use disorder. If the employee refuses to participate in the counseling or rehabilitation program or fails to successfully complete the program (e.g., by withdrawing from the program before its completion), Essentia Health may discharge the employee.
  5. An employee who is assessed as needing Drug, Alcohol, or Cannabis treatment must fully cooperate with all terms and conditions of the rehabilitation program. The employee will be permitted to return to work after providing Essentia Health with evidence of successful compliance with the rehabilitation recommendations.
  6. If an employee receives a second confirmed positive test result on a test Essentia Health required, the employee will be subject to immediate termination.
- C. **Agency Notification:**
1. Essentia Health may notify the appropriate law enforcement agency if there is Reasonable Suspicion of Drug-related criminal activity on the premises.
  2. An employee who is convicted of a criminal drug statute violation occurring in the workplace is required to inform their manager of the conviction no later than five (5) days after such conviction. The manager must immediately report the conviction to the appropriate Human Resources personnel, who will notify the appropriate state or federal contractor or granting agency within ten (10) days of the employee's notification. The employee may be subject to discipline, up to and including termination and/or rehabilitation as appropriate.
  3. Essentia Health will provide required notification concerning Drug, Alcohol, or Cannabis related activities in accordance with the various credentialing, licensing, and registering agencies, e.g., State Board of Nursing, State Board of Pharmacy, State Board of Medical Practice, etc.

**Attachments:**

- I. Not Applicable

**Associated Form Numbers:**

- I. Not Applicable

**Standard Work-Related Documents:**

- I. SW-EH-TBD Drug, Alcohol & Cannabis Testing Standard Work
- II. For a complete listing of all Essentia/Market Affiliates, see SW-EH-16141

**References:**

- I. Not Applicable

**Retired Policy #:** EHA1035; BLH #809-044; BLH #809-045; SMDC # HR0001; DL-HR0835; EHA 1036

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**This Section for Policy Administrators Only**

**Origination Date:** 5/8/2014

**Amendment Dates:** 9/10/2019; 12/10/2020, 11/6/2023 (effective XX/XX/XX),

**Approval Dates:**

EHLT 9/10/2019  
APC 11/6/2023

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Title: Bereavement Leave

Policy #: EHADM1007

Approval Body: Essentia Health Leadership Team

Last Review Date: 5/1/2023

Page 1 of 2

Review Cycle: Every 3 years

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**Scope: This policy applies to Essentia Health and its Affiliates.**

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**Purpose:**

- I. To establish guidelines for providing paid time away to all regular employees, excluding casual employees, for absences related to the death of Immediate Family Members.

**Definitions:**

- I. **Immediate Family Members:** Employee's spouse, domestic partner, child (including pregnancy loss), parent, step-child, brother, sister, parent-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparent, great-grandparent, grandchild, step-brother, step-sister and grandparent in-law. Parent shall mean parent of the employee or spouse whether such parent is the natural parent or step-parent.
- II. **Domestic Partner:** To derive benefits as a domestic partner under this policy, domestic partners must be two individuals who are:
  - A. jointly responsible for each other's common welfare, including jointly responsible to each other for basic living expenses; and
  - B. entered into a committed, interdependent relationship with each other; and
  - C. unmarried; and
  - D. each other's sole domestic partner; and
  - E. over eighteen years of age; and
  - F. legally competent to enter into a contract; and
  - G. not related by blood closer than permitted by marriage law in their state of residence; and
  - H. share a common residence and intend to do so indefinitely.

**Policy:**

- I. Essentia Health makes available bereavement leave to all regular employees, excluding casual, employees.
- II. Employees must meet eligibility requirements as of the date the absence from work occurs, not specifically the date the eligible event occurs.
- III. Employees are eligible for up to three (3) scheduled workdays to grieve the loss of, complete post-death tasks for, and to travel, make arrangements for or, attend the services for the death of an Immediate Family Member. This is to be used within 12 months of the Immediate Family Member death.
- IV. Employees requesting (and receiving supervisor approval) for more than three (3) days of bereavement leave should refer to the Miscellaneous Leave of Absence policy.

**Procedure:**

- I. An employee who experiences the death of an Immediate Family Member should inform his/her supervisor of the death as soon as possible, how the Immediate Family Member is related, and what day(s) are anticipated to be missed.
- II. The supervisor will record bereavement leave time on the employee's payroll record, noting the relationship of the deceased family member.
- III. Employees will receive their base rate of pay while on bereavement leave if hourly. If salaried, employees will receive their regular weekly salary while on bereavement leave.

Essentia Health reserves the right to request documentation to substantiate the need for bereavement leave. Intentional misrepresentation, or misuse of this benefit, could lead to denial of the leave or further disciplinary action.

**Key words: Funeral**

**Attachments:**

- I. N/A

**Associated Form Numbers:**

- I. N/A

**Standard Work-Related Documents:**

- I. For a complete listing of all Essentia/Market Affiliates, see SW-EH-16141

**References:**

- I. N/A

**Retired Policy #:** EHA1007; HR0014; 809-087; Innovis #HR.0027; DL-HR0805; HR008

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**This Section for Policy Administrators Only**

**Origination Date:** 12/9/2011

**Amendment Dates:** 1/1/2021; 5/11/2021; 5/1/2023

**Approval Dates:**

APC 5/1/2023

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Title: Tuition Reimbursement and Advance Payment for Non-Contract Employees      Policy #: EADM1012

Approval Body: East Market Senior Leadership Team

Last Review Date: 11/7/2022

Page 1 of 4

Review Cycle: Every 3 years

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**Scope: This policy applies to East Market and its Affiliates.**

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**Purpose:**

- I. The purpose of the Essentia Health's Tuition Reimbursement Program is to:
  - A. Promote individual learning.
  - B. Support the career development of Essentia Health employees.
  - C. Enhance the learning environment of Essentia Health.
  - D. Support the viability of Essentia Health by having well educated, highly qualified employees to meet future workforce needs.

**Definitions:**

- I. Eligible employees:
  - A. East region, non-contract employees (excluding physicians) who meet the requirements as outlined in this policy are eligible to participate in the program. Employees covered by collective bargaining agreements (CBAs) are eligible to participate in the program only if their CBA incorporates this policy and if they meet all eligibility requirements stated in this policy and their CBA.
  - B. Non-contract employees must have successfully completed at least three months of employment and have current active employment status at 0.5 FTE (40 hours per pay period) or greater, prior to the start date of the course for which reimbursement or advance payment is requested. Eligible employees covered by a CBA that incorporates this policy must have successfully completed the CBA probationary period and have the current FTE status required by the CBA for tuition reimbursement eligibility, if different from above, prior to the start date of the course for which reimbursement or advance payment is requested.
  - C. Employee must successfully complete the course to be eligible for tuition reimbursement or advance payment. Successful completion is a "C" or better or "P" for pass/fail courses.
  - D. Employee FTE status must remain at .5 FTE or greater (or FTE status required by the applicable CBA, if different from above) for a minimum of one year following the date of course completion. See item I1.D.
  - E. Employees are not eligible to apply for tuition if they are under a corrective action plan (i.e., formal disciplinary action) at the time they submit a tuition application.
  - F. Employees are not eligible to apply for or receive tuition reimbursement or advance payment for the following:
    - 1. Employee is on a full leave of absence of any kind;
    - 2. Employee is laid-off;
    - 3. Employee whose employment has been terminated for any reason
  - G. Employees who are granted an educational advance study leave are eligible to receive tuition reimbursement/advance payment.
  - H. An employee, who is paying back a previous tuition award, is ineligible to apply or receive new tuition reimbursement or advance payment awards until their repayment amount is paid in full.
- II. Eligible courses and fees:
  - A. The course must be relevant to the employee's current position at Essentia Health, be related to career opportunities within Essentia Health, or required as a part of a degree program related to career opportunities within Essentia Health, including electives.

- B. If the course is related to future career opportunities, the potential opportunities must be ones for which the employee has a reasonable expectation of advancement.
  - C. The course must be offered for and must be taken for academic credit through an accredited college, university, or technical institution. Certificate or seminar courses are not eligible.
  - D. Tuition reimbursement or advance payment will apply only to the costs of tuition, textbooks, and directly related course fees.
  - E. An employee who has reached the \$2,500 fiscal year maximum cannot submit new application(s) for courses that will be completed during the current fiscal year. New applications can be submitted for classes that begin after the new fiscal year begins.
- III. Tuition advance payment:
- A. Employees who enroll, or are enrolled in, courses related to achieving an academic major which has been identified by Essentia Health as a "critical profession" are eligible to apply for tuition advance payment whereby the costs of tuition, textbooks, and directly related course fees may be advanced to the employee, upon approval and prior to the actual start date of the course.
  - B. "Critical professions" are those listed in Attachment B. These positions are determined by Essentia Health's Human Resources Workforce Development, in its sole discretion, will be reviewed on an annual basis, and are subject to change. To be considered a "critical profession," one or both of the following criteria must typically be met:
    - 1. there must be a projected shortage of qualified applicants; and/or
    - 2. Essentia Health's recruitment department must have experienced significant difficulties in recruiting qualified applicants due to limited applicant pools or other relevant factors.
  - C. Tuition reimbursement or advance funds are loans that may be fully satisfied upon completion of a minimum working period as specified in a Service Pay Back Agreement.
  - D. The same eligibility requirements outlined in sections A & B above also apply to employees seeking tuition advance payment.
- IV. Service Pay Back requirements:
- A. Employees requesting tuition reimbursement or advance payment will be required to sign a Service Pay Back Agreement, wherein the employee agrees to:
    - 1. successfully complete the course, as defined in section B.
    - 2. provide evidence of successful course completion to Human Resources within two weeks of receiving final grade; and
    - 3. remain at .5 FTE or greater (or FTE status required by the applicable CBA, if different from above) for a minimum of one year following completion of the course and/or the last semester of the program.
  - B. If the employee fails to fulfill the requirements identified in the immediately preceding paragraph, the employee will be required to pay back to Essentia Health the full loan amount of tuition reimbursement or advance payment received. Some agreements may provide for partial pay back of a prorated amount. The loan pay back will take place through payroll deductions or other legal means, and will reflect a payment schedule that results in repayment to Essentia Health within a period of time that is deemed reasonable in the sole discretion of Essentia Health.
  - C. If an employee enters a program related to a "critical profession" and prior to the time the employee completes all of related coursework, the profession is removed from the critical profession list the employee will not be required to repay Essentia Health the tuition advance payment solely because the course of study no longer relates to a critical profession. However, the other requirements to avoid Service Payback (successful course completion, provision of evidence of successful course completion, and maintenance of minimum FTE level) for at least one year will still apply.

**Policy:**

- I. This benefit is administered on the Essentia Health fiscal year basis, July 1 through June 30.
- II. Reimbursement or advance payment to eligible employees will be calculated at the rate of 90% of the tuition, textbooks and directly related course fees up to a maximum of \$2,500 per fiscal year.
- III. The employee must pay the cost of all tools and supplies used in the course that the employee would retain and could potentially use for other purposes following the completion of the course (e.g., Word - software program, hand tools).

- IV. Scholarships, discounts, or any other source of financial aid the employee has or will receive (other than loans which must be repaid) must be reported and will be deducted from the total amount paid or advanced to the employee by Essentia Health.
- V. The course must be scheduled so that the employee can prepare for and attend during his/her own personal/unpaid time. Essentia Health will consider requested scheduling changes to accommodate class schedules; however, Essentia Health has the sole discretion to approve or deny such requests in accordance with its needs.
- VI. Requests for Educational and Advance Study Leave, (see SMDC P&P HR0018, Leaves of Absence, Miscellaneous) may affect an employee's eligibility for tuition reimbursement or advance payment. See this policy for details.
- VII. Tax Treatment of Reimbursement. Essentia Health intends its Tuition Reimbursement and Advance Payment program to qualify as an educational assistance program under Section 127 of the Internal Revenue Code. However, Essentia Health does not control, and cannot guarantee, treatment of this program by tax-collection authorities. Employees should seek advice from their own tax advisors to determine the tax treatment of monies received from Essentia Health pursuant to this policy.

**Procedure:**

- I. Course Approval. An eligible employee who intends to seek tuition reimbursement or advance payment under this policy must obtain approval from the Essentia Health Human Resources Department.
  - A. Prior to beginning the class or course, the employee must complete and submit the on-line tuition application.
  - B. Review the Service Payback Agreement that is provided via a link on the on-line tuition application and on the approval notification e-mail.
- II. Human Resources will review all requests for tuition reimbursement or advance payment, for employees who are not on a Corrective Action Plan (i.e., formal disciplinary action), on a full leave of any kind, laid off, or whose employment has been terminated. The employee will receive either an Approval or Denial Notification e-mail. The employee needs to keep a copy of their Approval Notification e-mail.
- III. Tuition Advance Payment: An eligible employee who is seeking advance payment of tuition, textbooks, and directly related course costs must provide written evidence of these costs to the HR Service Center prior to the beginning of the class or course. The employee needs to forward a copy of their tuition approval notification e-mail and related tuition documentation, including information regarding any financial aid/scholarship or discounts awarded, to the HR Service Center immediately after receiving their course Approval Notification e-mail. When such evidence is received by the HR Service Center, the tuition payment will be calculated and a check request submitted to Finance. The tuition payment will be sent directly to the employee, made jointly payable to the employee and the applicable college/university. Within two weeks of final grade awarded, the employee must send evidence of successful course completion to the HR Service Center. If an employee does not successfully complete the course, fails to submit evidence of successful completion or fails to maintain the required FTE level, the employee must repay the complete amount of the advance payment through payroll deductions or other legal means. The payment schedule must result in repayment to Essentia Health within a reasonable period of time. During the repayment period, the employee cannot receive tuition awards until their repayment amount is paid in full.
- IV. Tuition Reimbursement: Within two weeks of final grade awarded, the employee needs to forward to the HR Service Center a copy of their tuition approval e-mail and evidence of successful completion of the course along with applicable tuition expenses, textbooks, and directly related course costs including any financial aid/scholarship or discounts awarded. When such evidence is received by the HR Service Center, the tuition payment will be calculated and a check request submitted to Finance. The tuition payment will be sent directly to the employee, made payable to the employee. If an employee does not maintain the required FTE level, the employee must repay the complete amount of the tuition reimbursement payment through payroll deductions or other legal means. The payment schedule must result in repayment to Essentia Health within a reasonable period of time. During the repayment period, the employee cannot receive new tuition awards until their repayment amount is paid in full.
- V. All tuition payment requests received by the HR Service Center by June 15 will be processed using the employee's current fiscal year remaining balance which expires on June 30. The date that Finance issues the check payment determines which fiscal year balance is used.

**Attachments:**

- I. Attachment A: Critical Professions (5/1/2015)

**Associated Form Numbers:**

- I. Tuition Reimbursement/Advance Payment Service Pay Back Agreement

**Standard Work-Related Documents:**

- I. For a complete listing of all East Market Affiliates, see SW-E-16284

**References:**

- I. Essentia Health SW-EH-16730 Miscellaneous Leave of Absences

**Retired Policy #:** A0020, HR0020

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**This Section for Policy Administrators Only**

**Origination Date:** 1/1999

**Amendment Dates:** 8/2005, 6/2007, 8/2008, 8/2009, 7/2011, 9/2015

**Approval Dates:**

MSEC's  
EHLT  
EH P&T  
ECPC or APC or Nursing

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## ATTACHMENT A

### **CRITICAL PROFESSIONS (MAY 1, 2015)**

Critical professions are determined by Human Resources Workforce Development, in its sole discretion, will be reviewed on an annual basis, and are subject to change. To be considered a "critical profession," one or both of the following criteria must typically be met: there must be a projected shortage of qualified applicants; and/or

- Essentia Health's recruitment department must have experienced significant difficulties in recruiting qualified applicants due to limited applicant pools or other relevant factors .
- Information Services/Information Management
- Bio-Medical Technicians
- ICD-10 Educators
- Laboratory (Phlebotomy- Medical Technologist)
- Medical Assistant
- Nursing Assistants
- Nursing (LPN's, RN's, Advanced Practice Nursing)
- Paramedics
- Pharmacy (Pharmacy Tech - Pharmacist)
- Physician Assistant
- Diagnostic Medical Sonography
- Rehab - (Rehab Aide - Physical, Occupational, and Speech Therapies)
- Surgical Technology
- Medical Coding
- Genetic Counselors



Title: Dress Code

Policy #: EHADM1051

Approval Body: Essentia Health Leadership Team

Last Review Date: 3/8/2022

Page 1 of 3

Review Cycle: Every 3 years

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**Scope: This policy applies to Essentia Health and its Affiliates**

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**Purpose:**

- I. In order to support staff in a changing world of work, this policy is intended to provide guidelines to colleagues for personal appearance based on their role and particular schedule for the day in front of them. This policy is intended to consciously support all team members in bringing their whole selves to work and creating a more inclusive work environment. The expectation is that colleagues will use good judgment in regards to the appropriate attire for the nature of the business or work to be performed that day.
- II. Appearance standards listed in this policy provide general direction for all Essentia Health colleagues

**Definitions:**

- I. **Dress for Your Day:** Dress for Your Day (DFYD) allows non-uniformed employees to choose the appropriate attire for the business of each workday. It's all about showing our individuality in an appropriate, good-judgment kind of way. Utilize the rule that if you are questioning whether a certain piece should be worn, probably best not to wear it.
- II. **Business Professional in DFYD Environment:** Business suit with pants or skirt, dresses, dress pants or skirt with dress shirt, dress shirt with blazer or sport coat, shell or dress shirt, with sweater or jacket, or business vest.
- III. **Business Casual in a DFYD Environment:**
  - A. Includes: Dress pants or skirts, khakis or cotton twill pants, dressy jeans, dressy capris, dresses, dress shirt, tops, golf-type shirts, sweaters, vests, informal jacket, including Essentia Health logo apparel that meets these criteria.
  - B. Does Not Include: Jeans with holes or distressed marks, shorts, midriff-baring tops, clothes that show an excessive amount of skin, spaghetti straps tops, leggings (unless covered by a top or dress), baseball caps, or flip-flops.
- IV. **Uniformed Staff:** Staff who work in departments where scrubs or other uniforms are required will follow the appropriate uniform and/or standard scrub color as determined by their department and/or location.

**Policy:**

- I. The Dress for your Day Guidelines allows employees in non-uniformed roles discretion to select appropriate dress for the business of each workday.
- II. Dress for Your Day applies to non-uniformed roles employees in on-site, hybrid, or remote roles. It also applies to all business activity when using remote technology such as video conferencing.
- III. Dress for your Day does not replace existing dress requirements for clinical staff, or others whose jobs specify a standard for uniforms.
- IV. While Dress for your Day is intended to be relaxed when employees have a workday that does not involve in person meetings with patients, vendors, Essentia Health leaders, or the like, the expectation is that employees will nevertheless wear clothing appropriate for the nature of our business and the type of work performed.

**Procedure:**

- I. Clinical staff are required to follow any department specified dress code and personal appearance standard to be in line with any applicable regulatory standards.
- II. In Clinical and patient care areas, no jeans or denim can be worn by Staff.
- III. Staff, whether based on-site or remote, will be expected to dress appropriately to their day and in a manner that is consistent with Essentia Health's values.
- IV. While non-uniformed staff are not given a prescriptive rule to follow; the following are not acceptable at Essentia Health:
  - Not expose an excessive amount of skin
  - Not create a safety hazard
  - Not distract or interfere with the ability of others to work
  - No clothing that is ripped, torn or frayed
  - No displays (clothing, buttons, tattoos, etc.) that contains writing, phrases, or logos (other than Essentia Health's logo) which are unprofessional or may be considered offensive by Essentia Health's patients or employees.
- V. This policy is not intended to be an exhaustive list and department leaders are expected to ensure that staff meet the dress appropriately for the workplace.
- VI. Enforcement:
  - Department supervisors, managers, and directors are responsible for communication and enforcement of this policy.
  - Violation of this policy may result in corrective action, up to and including termination.
  - Department supervisors, managers, or directors will consult with Human Resources for guidance on corrective action.
  - Employees who report to work dressed contrary to this policy may be asked to leave work and return appropriately dressed.
- VII. Exemptions:
  - Requests for exemption from this policy for religious beliefs, observances, or practices must be submitted using a Job Modification Form available in Workday.
  - After employee submits a request, the Manager or Supervisor will then contact Human Resources for further guidance.

To ensure everyone's safety and in keeping with our cultural values, we've provided additional details to support common sense and good judgment.

Element	Expectation
ID Badge	<ul style="list-style-type: none"> <li>• Must be worn when on paid work time, above the waist, with large photo and name facing out</li> <li>• All information clearly displayed</li> </ul>
Shoes, hosiery, socks	<ul style="list-style-type: none"> <li>• Shoes should be clean and in good repair</li> <li>• Direct care givers:               <ul style="list-style-type: none"> <li>◦ Closed toed shoes must be worn at all times</li> <li>◦ Hosiery or socks must be worn at all times</li> </ul> </li> <li>• Winter boots, hiking boots, motorcycle boots are not acceptable unless required by the work role (<i>i.e.</i> Groundskeeping, Maintenance)</li> <li>• Flip-flops are not acceptable for any employee</li> </ul>
Scrubs, uniforms	<ul style="list-style-type: none"> <li>• Must be worn in areas as authorized</li> <li>• Must be approved role color if applicable</li> <li>• Sleeves must cover upper arm</li> <li>• Scrub jackets and lab coats must match role color</li> </ul>

## Appearance

Element	Expectation
Hair	<ul style="list-style-type: none"> <li>• Hair must be clean and well-groomed</li> <li>• Shoulder length and longer hair must be pulled back or styled when providing patient care to prevent contact with others, equipment or supplies while performing other job duties</li> <li>• Beards and mustaches must be neatly trimmed and may not interfere with infection prevention or distract from job performance or safety (<i>i.e.</i>: masks not fitting properly)</li> </ul>
Jewelry & Piercings	<ul style="list-style-type: none"> <li>• Jewelry must not pose a health, safety risk or distraction</li> </ul>
Fragrance	<ul style="list-style-type: none"> <li>• Good personal and oral hygiene is imperative. Staff must not smell of strong odors (tobacco, fragrance, etc.)</li> </ul>
Nails	<ul style="list-style-type: none"> <li>• Nails should be clean, well groomed, and not interfere with work</li> <li>• Artificial nails / extenders / nail art may not be worn by direct patient caregivers, those in contact with patient equipment, medication, linen, food and other roles where they would pose an infection prevention issue</li> </ul>

### Attachments:

I. N/A

### Associated Form Numbers:

I. N/A

### Standard Work-Related Documents:

- I. SW-EH-18471 EMS Uniforms (Ambulance Operations)
- II. For a complete listing of all Essentia/Market Affiliates, see SW-EH-16141

### References:

I. N/A

**Retired Policy #:** 2.39; 212; CA19040; EA1001; HR0833; WA10011; WA10020

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### This Section for Policy Administrators Only

**Origination Date:** 3/8/2022

**Amendment Dates:**

**Approval Dates:**

EHLT 3/8/2022

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Title: Drug, Alcohol, and Cannabis-Free Workplace and Testing

Policy #: EHADM1035

Approval Body: Essentia Health Leadership Team

Last Review Date: 11/6/2023

Page 1 of 6

Review Cycle: Every 3 years

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**Scope: This policy applies to Essentia Health and its Affiliates.<sup>1</sup>**

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**Purpose:**

- I. Essentia Health is committed to providing a safe, productive, and healthy work environment. Use of Drugs, Alcohol, and Cannabis can adversely affect productivity, work quality, and dependability, as well as pose a significant threat to the safety, security, and welfare of Essentia Health, its employees, patients, vendors, and the public.
- II. Accordingly, Essentia Health has established and administers this policy to maintain a workplace free from the use and abuse of Drugs, Alcohol, and Cannabis.

**Definitions:**

- I. **ADA Job Modification:** reasonable changes or adjustments to a job or work environment that permits a qualified applicant or employee with a disability to participate in the job application process, to perform the essential functions of a job, or to enjoy benefits and privileges of employment equal to those enjoyed by employees without disabilities.
- II. **Alcohol** means any beer, wine, liquor, or other alcoholic beverage used for consumption.
- III. **Cannabis** means all forms of legalized<sup>2</sup> cannabis/marijuana, including cannabis flower, cannabis products (including lawful CBD and THC products), nonintoxicating cannabinoids, lower-potency hemp edibles, hemp-derived consumer products, edible cannabinoid products which are intended to be eaten or consumed by humans that contain cannabinoid in combination with food ingredients.
- IV. **Drug(s)** means a substance whose use or possession is controlled by state or federal law but that is not being used or possessed under the supervision of a licensed healthcare professional.<sup>3</sup> This includes prescription medications that contain a controlled substance, and that are used for a purpose or by a person for which or for whom they are not prescribed.
- V. **Medical Marijuana** means derivatives of a cannabis plant that is used to ease symptoms caused by certain medical conditions. Patients who are qualified for Medical Marijuana programs are enrolled in a patient registry to use and possess cannabis for medical purposes.
- VI. **Patient Registry:** a state-sponsored program in which an individual enrolls as medical cannabis patient. In certain states, the individual will receive a medical marijuana card as proof that their medical provider has authorized their use of medical marijuana.

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<sup>1</sup> This policy does not apply to an employee while on Essentia Health premises solely for the purpose of receiving medical treatment or visiting a person who is receiving medical treatment, except as to the use, sale or transfer of Drugs, Alcohol, or Cannabis.

<sup>2</sup> The legalization of Cannabis depends on the state an individual is located.

<sup>3</sup> For reference, controlled substances are identified in Schedules I-V of 21 C.F.R. Part 1308. For purposes of this policy, "Drugs" does not include Cannabis products identified in Schedules I-V.

VII. **Reasonable Suspicion** means any contemporaneous or articulable observations concerning the appearance, behavior, speech or body odors of any employee or any other evidence that indicates the employee may be under the influence of Drugs, Alcohol, or Cannabis.

VIII. **Safety Sensitive Position** means a job, including any supervisory or management position, in which an impairment caused by Drugs, Alcohol, or Cannabis usage would threaten the health or safety of any person.

**Policy:**

**I. *Workplace Free of Drugs, Alcohol and Cannabis***

- A. Essentia Health prohibits the use, possession, manufacture, transfer and sale of Drugs, Alcohol, and Cannabis while working, while on any premises owned or operated by Essentia Health and while operating any Essentia Health vehicle, machinery, or equipment. This prohibition applies to remote workers, or individuals who work at their private residence, during regular work hours or any time in which they are performing services on behalf of Essentia Health.
- B. No employee (including remote employees) may report to work, or work anywhere on behalf of Essentia Health, while under the influence or impaired by Drugs, Alcohol, and/or Cannabis (including impairment from Medical Marijuana).
- C. This policy applies to all official and unofficial meal and rest breaks, and all other times during the working day when an employee has reported for work.
- D. This policy does not prohibit:
  - 1. The use and possession of properly prescribed drugs or medications if it does not interfere with the employee's job performance or pose a direct threat to the health or safety of the employee and/or others and complies with all applicable state and federal laws. Employees may use and possess Medical Marijuana provided state or federal law does not prohibit their use of Medical Marijuana, they comply with this provision, they are enrolled in a patient registry, and they have been approved for an ADA job modification.
  - 2. The moderate consumption of alcoholic beverages by off duty employees (who are not on call) at Essentia Health sponsored events where Essentia Health authorizes alcoholic beverages be served (except by employees working on a federal contract or subcontract).
  - 3. The possession of sealed bottles of cans of Alcohol or Cannabis in employee vehicles on Essentia Health premises, so long as this possession complies with applicable state law if the vehicle were on a public street.
  - 4. The possession of Alcohol or Cannabis in a remote worker's home. However, remote workers must not have Alcohol or Cannabis products in their designated workspace during regular work hours or at any time in which they are performing services on behalf of Essentia Health.
- E. Employees are encouraged to voluntarily disclose the excessive use of Drugs, Alcohol, or Cannabis before being confronted, tested, or otherwise involved in disciplinary proceedings. Employees who do so will not be discriminated against because of this disclosure nor will the information that is disclosed be used as the sole basis for discipline. Employees are encouraged to seek assistance through the Employee Assistance Program (EAP) offered through Essentia Health. An individual who does so may be granted time off for treatment, rehabilitation, or counseling in accordance with Essentia Health policies.
- F. If an employee reasonably suspects that another employee has reported to duty or is on duty in a chemically impaired state, the employee must report this to a supervisor.
- G. Violation of this policy may result in discipline, up to and including termination of employment.

## II. **Testing for the Presence of Drugs, Alcohol, and/or Cannabis**

Essentia Health may require an applicant or employee to undergo Drug, Alcohol, and/or Cannabis testing under the following circumstances:

### A. **Pre-Employment Testing:**

1. Essentia Health may require a job applicant to undergo Drug and Alcohol Testing provided a job offer has been made to the applicant and the same test is required of all job applicants conditionally offered employment for that position.
2. Essentia Health may also require a job applicant to undergo Cannabis testing provided a job offer has been made to the applicant for one of the following positions and the same test is required of all job applicants conditionally offered employment for that position:
  - a. A Safety-Sensitive Position;
  - b. A position requiring face-to-face care, training, education, supervision, counseling, consultation, or medical assistance to: (i) children; (ii) vulnerable adults; or (iii) patients who receive health care services from a provider for the treatment, examination, or emergency care of a medical, psychiatric, or mental condition;
  - c. A position requiring a commercial driver's license or requiring an employee to operate a motor vehicle for which state or federal law requires testing of a job applicant or an employee;
  - d. A position of employment funded by a federal grant; or
  - e. Any other position for which state or federal law requires testing of a job applicant or an employee for Cannabis.

### B. **Testing of Current Employees:**

1. Essentia Health in its sole discretion, may choose whether to administer a test to determine the presence of Drugs, Alcohol and/or Cannabis upon an employee. If it is clear and obvious that the employee is under the influence based on observed signs of impairment, and/or upon questioning the employee admits to being under the influence, there is no need to perform a Drug, Alcohol, or Cannabis test.
2. All tests must be conducted by a laboratory licensed by the applicable state and certified by the National Institute on Drug Abuse. No test will be conducted by a testing laboratory owned or operated by Essentia Health. The laboratory will notify only Essentia Health's representative of the presence or absence of Drugs, Alcohol, or Cannabis in the sample tested.
3. Testing will be performed only under the circumstances described below:
  - a. Reasonable Suspicion: Essentia Health may require an employee to undergo Drug, Alcohol and/or Cannabis testing if it has a Reasonable Suspicion that an employee (1) is under the influence of Drugs or Alcohol or (2) has violated Essentia's work rules prohibiting the use, possession, sale, or transfer of Drugs, Alcohol, or Cannabis while the employee is working, on Essentia Health's premises, or operating Essentia Health's vehicle, machinery, or equipment, including the rules stated in this Policy.
  - b. Post Accident: Essentia Health may require an employee to undergo Drug, Alcohol, and/or Cannabis testing if it has a Reasonable Suspicion that the employee (1) has sustained a personal injury, (2) has caused another employee to sustain a personal injury, (3) has caused a work-related accident, or (4) was operating or helping to operate machinery, equipment, or vehicles involved in a work-related accident.

- c. Post-Treatment: Essentia Health may require an employee to undergo Drug, Alcohol, and/or Cannabis testing if the employee has been referred by Essentia Health for substance use disorder treatment or evaluation or is participating in a substance use disorder treatment program under an employee benefit plan. Under such circumstances, Essentia Health may require the employee to undergo Drug, Alcohol, and Cannabis testing without prior notice during the evaluation or treatment period and for a period of up to two (2) years following completion of any prescribed substance use disorder treatment program.
4. Unpaid Leave Pending Test Results: An employee who is reasonably suspected of being under the influence of Drugs, Alcohol, or Cannabis will not be allowed to work and will, after furnishing the test specimen, be sent home on a non-disciplinary indefinite unpaid leave pending the results of the test(s). This leave will not extend beyond three (3) days after receipt of the test results.

### III. **Rights Related to Testing:**

- A. Right to Refuse to Undergo Testing: Applicants and employees have the right to refuse to undergo Drug, Alcohol or Cannabis testing. Such refusal will be treated as a failure to comply with this Policy and may result in withdrawal of a job offer made contingent on passing a Drug, Alcohol, and/or Cannabis test, or discipline up to and including termination of employment.
- B. Pretest Notice and Consent: Before requesting or requiring an employee to undergo testing, Essentia Health will provide the employee with a copy of this policy and will provide the employee with an opportunity to read the policy. All employees tested **must** review and sign their consent, or refusal to consent, prior to testing.
- C. Union Representative: An employee may request that a union representative or co-worker be present or accompany them to the test-collection site as a resource or support person. Testing will not be delayed for the requested union representative or co-worker to attend.
- D. Results of the Test: Within three (3) days of receiving the test results, Essentia Health will provide the employee with notification of the test results.
- E. Rights in Case of a Positive Test: If the initial result on the Drug, Alcohol or Cannabis test is positive, the sample that was tested will automatically be subject to a second, confirmatory test. No employee will be discharged, disciplined, discriminated against, or requested or required to undergo rehabilitation solely on an initial positive test result.
  1. In the event of a positive test result, the applicant or employee has the right to explain the positive test result, including by submitting verification of enrollment in a Medical Marijuana program. This explanation must be submitted in writing within three (3) working days of the applicant or employee's receipt of the test result.
  2. An applicant or employee may also request, at their own expense, a confirmatory retest of the original sample. Such request must be submitted in writing within five (5) working days of the applicant or employee's receipt of the test result.
- F. Copy of Test Results: An employee who is requested or required to undergo Drug, Alcohol, or Cannabis testing will be provided with a copy of the test results upon request.
- G. Negative Test Results: An employee who is placed on leave without pay will be reinstated with back pay if the outcome of a Drug, Alcohol and Cannabis test is negative.
- H. Confidentiality: The fact that an applicant or employee has been requested to take a Drug, Alcohol, or Cannabis test, the result of the test, and information obtained in the Drug, Alcohol, or Cannabis testing process shall be treated in a manner consistent with Essentia Health's treatment of other private and confidential information concerning employees. This information will not be communicated by Essentia Health to individuals inside or outside of the organization without the employee's consent, except to those who need to know this information to perform



their job functions, and as permitted or required by law or regulation, including laws or regulations requiring reporting of Drug, Alcohol, or Cannabis test results to applicable licensing agencies or boards.

#### IV. ***Consequences for Applicants and Employees***

- A. **Applicants:** If a job applicant has received a job offer made contingent upon passing Drug, Alcohol, or Cannabis testing under this Policy, Essentia Health will not withdraw the offer based on a positive test result from an initial screening test that has not been verified by a confirmatory test. A confirmed positive test result may result in withdrawal of Essentia Health's job offer to the applicant. If the job offer is withdrawn, Essentia Health will inform the job applicant of the reason for its action.
- B. **Employees:** Current employees are subject to the following consequences following a positive test:
1. Essentia Health will not take adverse action against an employee on the basis of a positive test result from an initial screening test that has not been verified by a confirmatory test.
  2. After requiring an employee to undergo testing, Essentia Health may temporarily suspend the employee or transfer the employee to another position at the same rate of pay pending the outcome of the confirmatory test and, if requested by the employee a confirmatory re-test, if Essentia Health believes doing so is reasonably necessary to protect the health or safety of the employee, other workers, patients, or the public.
  3. Essentia Health may subject an employee who receives a confirmed positive test result to discipline (excluding termination of employment).
  4. Before an employee with a confirmed positive test result can be discharged, Essentia Health will give the employee an opportunity to participate in, at the employee's own expense or pursuant to coverage under an employee benefit plan (if available), either a Drug, Alcohol, or Cannabis counseling or rehabilitation program, whichever is more appropriate, as determined by Essentia Health after consultation with a certified chemical use counselor or a physician trained in the diagnosis and treatment of substance use disorder. If the employee refuses to participate in the counseling or rehabilitation program or fails to successfully complete the program (e.g., by withdrawing from the program before its completion), Essentia Health may discharge the employee.
  5. An employee who is assessed as needing Drug, Alcohol, or Cannabis treatment must fully cooperate with all terms and conditions of the rehabilitation program. The employee will be permitted to return to work after providing Essentia Health with evidence of successful compliance with the rehabilitation recommendations.
  6. If an employee receives a second confirmed positive test result on a test Essentia Health required, the employee will be subject to immediate termination.
- C. **Agency Notification:**
1. Essentia Health may notify the appropriate law enforcement agency if there is Reasonable Suspicion of Drug-related criminal activity on the premises.
  2. An employee who is convicted of a criminal drug statute violation occurring in the workplace is required to inform their manager of the conviction no later than five (5) days after such conviction. The manager must immediately report the conviction to the appropriate Human Resources personnel, who will notify the appropriate state or federal contractor or granting agency within ten (10) days of the employee's notification. The employee may be subject to discipline, up to and including termination and/or rehabilitation as appropriate.
  3. Essentia Health will provide required notification concerning Drug, Alcohol, or Cannabis related activities in accordance with the various credentialing, licensing, and registering agencies, e.g., State Board of Nursing, State Board of Pharmacy, State Board of Medical Practice, etc.

**Attachments:**

- I. Not Applicable

**Associated Form Numbers:**

- I. Not Applicable

**Standard Work-Related Documents:**

- I. SW-EH-TBD Drug, Alcohol & Cannabis Testing Standard Work
- II. For a complete listing of all Essentia/Market Affiliates, see SW-EH-16141

**References:**

- I. Not Applicable

**Retired Policy #:** EHA1035; BLH #809-044; BLH #809-045; SMDC # HR0001; DL-HR0835; EHA 1036

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**This Section for Policy Administrators Only**

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