

# **Grand Itasca Clinic & Hospital**

## **Contract**

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**Effective**  
**10/01/2021 – 09/30/2024**

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**United Food and Commercial Workers Union Local 1189**

2002 London Rd Ste 211

Duluth MN 55812

Phone: 218-728-5174 or 800-942-3546

Fax: 218-724-5178

Website: [www.ufcw1189.org](http://www.ufcw1189.org)

## **Know Your Rights**

### **Request that your Union Representative be present!**

U.S. Supreme Court ruled in 1975 "Weingarten" that an employee has certain rights when questioned by their employer. The following are rights that were granted under this case. It applies only when your employer is interviewing you for the purposes of determining whether discipline is warranted. It does not apply when the discipline is already decided.

1. You have a right to Union representation, but you must ask for that representation.
2. You must ask for Union representation from the person doing the questioning. The questioner must be told that you do not want to proceed without Union representation.
3. If the discipline has already been decided upon by the Employer, your right to representation is not there; however, you only need to listen – you do NOT have to answer any further questions.
4. This rule does NOT apply to everyday conversations between a supervisor and an employee regarding performance of job duties and normal work performance.
5. After you have requested Union representation, the Employer rights are:
  - a. They can grant your request and bring in a Union Representative.
  - b. They can discontinue the interview and proceed with the investigation without your participation.
  - c. The Employer can offer you the choice of proceeding without Union representation.

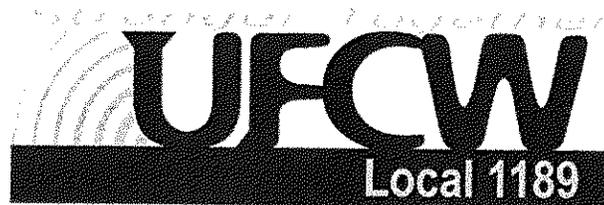
#### **Remember:**

**What you say can be used against you. Know your rights!  
Demand Union representation when you are facing discipline.**

**GRAND ITASCA CLINIC & HOSPITAL**

**and**

**UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL #1189**



**LABOR AGREEMENT**

*October 1, 2021 – September 30, 2024*

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**ARTICLE 1  
PREAMBLE**

This Agreement made and entered into, by and between GRAND ITASCA CLINIC & HOSPITAL (hereinafter referred to as the "Employer"), and UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 1189, chartered by the United Food and Commercial Workers International Union (hereinafter referred to as the "Union") sets forth the entire agreement of the parties regarding terms and conditions of employment for the employees in the bargaining unit.

**ARTICLE 2  
RECOGNITION, DEFINITIONS**

Section 1. The Employer recognizes the Union as a certified exclusive bargaining representative of the employees with respect to their rates of pay and other terms and conditions of employment in accordance with the National Labor Relations Act, as amended, for the bargaining unit consisting of the following:

All full-time and regular part-time clinic-licensed practical nurses and clinic-certified medical assistants employed by Employer at its Grand Rapids, Minnesota clinic(s); excluding all supervisory employees, professional employees, confidential employees, employees classified as exempt under the Fair Labor Standards Act, registered nurses, hospital-licensed practical nurses; clerical employees, other technical employees, service and maintenance employees, managerial employees, casual and temporary employees, guards and supervisors as defined in the Act, as amended, and all other employees.

Section 2. The Employer agrees that during the term of this Agreement it will not enter into an agreement regarding terms and conditions of employment of the employees in this bargaining unit with any other labor organization nor will it enter into any individual agreement with employees in the bargaining unit regarding terms and conditions of employment which contradicts the terms of this Agreement.

Section 3. Categories of employment shall be as follows:

Full-Time: Full-time employees are those who are regularly scheduled 40 hours per week or 2080 hours per calendar year. In the first year of employment, full-time status is based on an employee's regular weekly work schedule. For subsequent years, it is based on the employee's actual hours paid in the previous year.

Part-Time: Part-time employees are those who are regularly scheduled between 17 and 80 hours per pay period or 442-2079 hours per calendar year. In the first year of employment, part-time status is based on an employee's regular weekly work schedule. For subsequent years it is based on the employee's actual hours paid in the previous year.

Casual: An employee who is not regularly scheduled to work, but works on a "as needed" basis. Casual employees shall have no assurance of the availability of work hours. To be a casual employee, the person shall complete orientation, have a satisfactory work record, complete mandatory in-services offered in a reasonable timeframe, and shall work **a minimum number of shifts as determined by the Employer**, unless on an approved leave of absence, or unless the employer chooses not to offer work to the employee during that timeframe. Work will be offered to part-time and full-time employees first prior to being offered to casual employees.

Temporary: Temporary employees are those who are hired for a short term or intermittent basis, typically less than six months, or to fill in for a leave of absence.

Employees who make a distinct schedule change from less than 20 hours per week to 20 or more hours per week will become eligible for benefits available to employees working 20 or more hours per week at the time the change of status is approved. Employees who make a distinct schedule change from 20 or more hours per week to less than 20 hours per week will not be eligible effective as of the time the status change is approved, unless otherwise provided in this Agreement. All changes in status from one category to another must be approved by the Employer in writing before the change is effective.

A regularly scheduled part-time employee, who over a six (6) month period, works an FTE level higher than that which the employee is designated, may upon the request of the employee have his or her FTE level evaluated for an increase to the level worked. The Employer shall compare the employee's shifts per payroll period with the documented factors such as the number on concurrent leaves of absence, census trends, and the viability of resultant unfilled positions. If the Union and Employer mutually agree, the Employer will increase the employee's designated FTE level. The Employer reserves the right to determine if the additional FTE will be fixed or flex FTE. No employee may attain an FTE level, which is greater than 1.0. Any FTE level which is increased by reason of the provision of this article, need not be posted nor will normal posting procedures have application.

Section 4. The Union agrees that it will cooperate with the Employer and support the efforts of the Employer to assure a fair day's work by employees, to improve employee performance, to eliminate waste, to conserve materials and supplies, to strengthen goodwill between the Employer and the employees, and to commit to the highest level of patient and customer service and organizational citizenship.

Section 5. Successorship: In the event of any sale, purchase, merger or other transaction affecting the ownership of Grand Itasca Clinic & Hospital, the Employer shall give notice to the Union. The employer shall inform the other parties to the transaction of the existence of this Agreement.

### **ARTICLE 3 MANAGEMENT RIGHTS**

Section 1. Management of all operations of the Employer and the selection and direction of personnel are rights vested exclusively in the Employer except to the extent that these rights are limited by an express and specific provision of this Agreement. These management rights include, without limitation: to hire from any source whomever the Employer chooses to fill positions of employees; to assign, transfer, promote, demote, layoff, discipline and discharge employees; to establish work schedules, work rules and regulations; to authorize overtime; to require from every employee efficient service in the performance of job duties, in accordance with standards determined by the Employer; to determine at any time and from time to time, the number and qualifications of positions and of employees; the means and procedures of operations and the number and locations of its clinics and other facilities; to contract out any work or function; and to take whatever action is necessary or advisable to determine, manage and fulfill the mission of the Employer.

Section 2. Any term and condition not specifically established or modified by this Agreement shall remain solely within the discretion of the Employer to modify, establish, or eliminate.

Section 3. The Employer's failure to exercise any right, prerogative or function does not preclude the Employer from starting to exercise any right, prerogative or function at any time during the term of this Agreement. The exercise by the Employer of any right, prerogative or function in a particular way does not preclude the Employer from changing the manner in which it exercises any right, prerogative or function or practice at any time during the term of this Agreement.

#### **ARTICLE 4 UNION SECURITY**

Section 1. All employees covered by this Agreement who are or hereafter become members of the Union shall pay to the Union regular monthly Union membership dues and any initiation fee uniformly assessed. No employee is required to be, become or remain a member of the Union as a condition of employment. Each employee has the right to freely join or decline to join the Union, and each Union member shall have the right to freely retain or discontinue his or her membership. No employee shall be discriminated against on account of her or his membership or non-membership in the Union. Any employee of the bargaining unit who is not a member of the Union shall pay to the Union a reduced maintenance of service fee equivalent to his or her proportionate share of Union expenditures that are necessary to support solely representational activities in dealing with the Employer on labor-management issues. This provision requiring the payment of dues or maintenance of service fee shall be effective upon successful completion of the probationary period and shall be a condition of employment.

Section 2. Upon receipt by the Employer of a voluntary written assignment by an employee (in a form to be agreed upon in writing by the Employer and the Union), the Employer will deduct from the first pay of such employee each month thereafter during the existence of such assignment the employee's union initiation fee, if any, union dues for the ensuing month, or maintenance of service fee; the Employer will promptly remit any and all amounts so deducted to the Union. The Union will periodically keep the Employer advised in writing of the respective amounts of the dues and initiation fees which shall be so deducted. The Union shall provide the Employer with a supply of union membership applications. The Employer shall distribute such materials to employees hired for positions covered by this Agreement after its effective date in conjunction with the Employer's orientation procedures. Collection of completed applications shall be the responsibility of the Union. The Employer shall notify the Union monthly of the names of new employees hired and employees terminated during the preceding month for positions covered by this Agreement.

Section 3. The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken pursuant to this Article or any reliance on any list, notice or assignment furnished under any provision of this Article.

Section 4. The Employer agrees to recognize stewards elected or selected by the Union. The Union agrees to notify the Employer in writing of all designated stewards and replacements.

Section 5. Neither party shall discriminate because of membership or non-membership in the Union.

Section 6. The Union Representative of the Union, upon request to the Administrator, shall be granted permission to enter upon the Employer's premises at times mutually satisfactory to the Union Representative and the Administrator, for the purpose of (1) meeting with the Administrator; (2) attending Step 2 grievance meetings, or (3) meeting with bargaining unit employees on an individual basis during non-work periods in non-work areas at a meeting place designated by the Administrator for the purpose of ascertaining whether this Agreement is being observed. During such visits, the Union Representative shall not interfere with the service or operation of the Employer or with on-duty employees.

Section 7. There shall be no Union business, formal or informal Union meetings or employee gatherings or any other Union activity on the working time of the Employer, except with the advance written permission of the Employer, supervisor or designee, the grant of which shall not constitute precedent for future activity. All Union business, other than that otherwise agreed to by the Employer in the preceding sentence, will be conducted on non-working time/breaks of all bargaining unit participants in such conduct, in non-working areas. No Union officer may leave his/her workstation or cease his/her duties during working time to engage in Union business, except as requested by the Employer.

The Employer shall provide the UFCW Chairperson or designated UFCW Steward fifteen (15) minutes to meet alone with the newly hired nurse/CMA or group of nurses/CMAs to provide to them a copy of this Agreement, a deduction authorization card, and to provide them information about this Agreement, Labor Management Committee (LMC) and UFCW Steward information. The meeting will be a component of a nurse's initial orientation checklist and scheduled at a mutually agreeable time between the Employer and the UFCW Chairperson or designated UFCW Steward.

Section 8. A designated bulletin board shall be made available to the Union for the posting of Union business notices. All notices posted on the bulletin board shall be initiated either by the Union Representative or a steward and a copy furnished by the Union to the Administrator at the time of posting. No material shall be posted on the bulletin board which is derogatory to the Employer, its management or facilities; or derogatory to individuals either expressly or by implication; discriminatory, harassing or a violation of federal, state or local regulations. The employer will promptly advise the union if there is a concern about posted material.

## ARTICLE 5 SENIORITY

Section 1. Definitions. For employees hired on or before December 31, 2002, seniority shall be defined as the length of continuous service with the Employer since the employee's most recent date of hire. An exclusive list of employees whose seniority is based on date of hire ("Hire Date Employees") is attached hereto as Exhibit 5. "Date of hire" is defined as the later of the employee's date of employment or the date the employee became classified as full-time or part-time. A Hire Date Employee who changes from full-time or part-time employment status to casual employment status shall have the employee's seniority date restored to the seniority date the employee had prior to the reduction in status so long as the employee has been continuously employed without a break in service since the status reduction and the employee returns to full-time or part-time status within one year of the reduction in status. For employees hired on or after January 1, 2003 ("Seniority Hours Employees"), seniority shall accumulate based on the number of hours paid to the employee while in a bargaining unit position. Regardless of the number of seniority hours accumulated, no Seniority Hour Employee shall ever overtake any Hire Date Employee in seniority. Seniority is applicable only as expressly provided in this Agreement.

Section 2. Loss of Seniority. Seniority will be broken and all employment rights terminated when any of the following conditions occur:

- a. The employee voluntarily terminates employment;
- b. The employee is discharged for just cause;
- c. The employee fails or refuses to return from a leave of absence at its stated date of expiration;
- d. The employee refuses to return to work from layoff on the date specified or on the date of recall;
- e. The employee is laid off for either one (1) year or the length of the employee's continuous service since most recent date of hire, whichever is lesser;
- f. The employee engages in outside employment or goes into business for himself or herself during an approved leave of absence without prior written authorization from the Employer.

Section 3. Layoff. In the event the Employer determines the need to reduce its work force, it will lay off employees by classification by seniority, except as otherwise provided in this Section. The following steps will be followed:

- a. Layoffs shall be implemented in the inverse order of seniority in the classification affected to the extent senior employees are qualified. An employee may be retained out of seniority sequence if the employee with greater seniority does not have the qualification and ability to perform the duties of available positions in that classification.

- b. Employees shall receive no less than seven (7) days' notice of layoff where reasonably possible.

An employee who is laid off or whose position is abolished may exercise their seniority rights to displace a junior employee, as noted below, provided the employee is qualified, in the Employer's discretion, and with a reasonable trial period (not to exceed six (6) weeks, or longer, if mutually agreed by the Employer and the Union), is able to perform the functions of the position in the good faith opinion of the Employer.

Abolished Employee Holding a Fixed FTE:

- The employee may bump a junior employee with the same or lower fixed FTE.
- The employee may bump a junior employee with a flex FTE, if the junior employee's flex FTE range includes or is lower than the abolished employee's fixed FTE.

Abolished Employee Holding a Flex FTE:

- The employee may bump a junior employee with fixed FTE, if the fixed FTE is within or lower than the abolished employee's flex FTE range.
- The employee may bump a junior employee with a flex FTE, if the junior employee's flex FTE range includes or is lower than the abolished employee's fixed FTE.

If during or at the end of the trial period the employee is not able to perform the functions of the position, that employee may be moved to any open position.

Section 4. Recall. Recall to employment will be made in the reverse order of layoff in the classification. An employee shall retain recall rights following layoff for the same period that the employee retains seniority under Sec. 2 (e) of this Article.

Failure of any employee to report as directed by the Employer will constitute voluntary resignation. Notice of recall shall be given in writing either personally delivered or sent by mail to the last address which the employee has on file with the Employer. Employees who are recalled shall report to work in accordance with the Employer's notice, provided, however, a recalled employee who has been on layoff status for thirty (30) days or more shall have up to fourteen (14) days in which to report back to work.

Section 5. Vacancies. The Employer is committed to hiring the most qualified candidate for any vacancy. When the Employer desires to fill a job vacancy within the bargaining unit, the Employer shall post a notice on the electronic application system for a period of seven (7) days announcing the vacancy. Employees interested in the position shall make electronic application to the employer prior to the filing deadline.

Any employee meeting the minimum qualifications for the vacancy may submit a bid. The vacancy will be awarded to the applicant who, in the exclusive judgment of the employer, is the most senior qualified for the position. When qualifications are deemed equal by the Employer, seniority (first by classification and then unit-wide) shall determine who is awarded the vacancy.

Employees selected to fill a vacancy will be contacted directly by the employer, pursuant to this article, and shall have two business days to confirm their acceptance in writing to Human Resources. An employee failing to meet the two (2) day deadline shall be deemed to have declined the new position.

Employees who have accepted the position, pursuant to this article shall be permitted to observe and work with the incumbent, or an employee holding a similar position, for one (1) paid shift with an option for a second (2<sup>nd</sup>) shift if requested by the employee. Within two (2) business days (excluding Saturday and Sunday) following the observed shift, the employee shall give written notice to the employer whether they wish to return to their former position and the Employer shall honor the employees wishes. An employee failing to meet the two (2) day deadline shall be deemed to have chosen the new position.

After a voluntary change in position, an employee may not bid or voluntarily transfer to a new position for 180 days, unless mutually agreed by the employer and the union. The voluntary change date will be based on the employee's written acceptance signature date on the employee status form. Moves, which are FTE changes only, or moves, which occur as a result of layoff, position elimination, or bumping, will not be counted towards the total numbers of moves allowed.

The employer may consider probationary status employees when filling vacant positions as follows:

- A position remains open after the initial seven-day posting period;
- The employer, at its discretion, requests in writing to UFCW 1189 to consider probationary employees; and
- The probationary employee has completed a posting interest form.

Employees in probationary status will be regarded as external candidates without consideration for seniority. The vacancy will be awarded to the applicant who, in exclusive judgment of the employer, is best qualified for the position.

Employees who fill a temporary vacancy shall return to their previously held position upon completion of the temporary position. These changes are not subject to the limit on voluntary position changes described previously in this section.

Section 6. Probationary Period. All new employees, or those rehired after termination, shall be probationary for the first ninety (90) days of continuous paid service. During the probationary period, the employee may be disciplined or terminated at the sole discretion of the Employer and any such discipline or termination shall not be deemed a breach of this Agreement and shall not be subject to the grievance and arbitration procedures of this Agreement. During the probationary period, the employee shall not be entitled to any benefits under the terms of this Agreement.

Upon mutual agreement of the Employer and the Union, the probationary period may be extended for up to an additional ninety (90) days of paid service.

Section 7. Returning to Bargaining Unit. Any LPN or CMA who leaves the UFCW Local 1189 bargaining unit but retains employment in the Clinic shall, upon returning to a bargaining unit position, retain his/her placement on the increment scale, PTO, STDB balance and accrual rate. Such LPN and CMA shall also, for a period of one (1) year, retain seniority from his or her period of service in the UFCW Local 1189 bargaining unit. In the event the LPN or CMA returns to a bargaining unit position after a period of one (1) year, seniority shall accrue from the most recent date of return to the UFCW Local 1189 bargaining unit.

**ARTICLE 6**  
**SCHEDULING AND HOURS OF WORK**

Section 1. Scheduling:

A. The Employer's authority to determine the hours of work and to set work schedules is limited only to the extent stipulated to in this Agreement. The Employer shall designate the work schedule for each employee. No Employee shall be scheduled less than their minimum posted FTE. The work schedule shall include intended start and stop times, however stop times may be extended by the Employer for reasons including, but not limited to, completion of patient care. Employees may not start work before the beginning of nor leave work before the end of the employee's scheduled shift unless approved by the supervisor.

B. Monthly work schedules will be posted not later than seven (7) days prior to the first of the month. The Employer reserves the right to change the schedule after posting if reasonably necessary to meet Clinic needs. When a schedule need is identified, after the schedule is posted, the employer will first ask for volunteers through electronic staff messaging. Volunteers will be awarded the vacancy by seniority **as follows**

1. Flex employees to their max flex FTE
2. All regular employees (flex and fixed) with non-premium pay.
3. Casual employees.
4. All regular employees (flex and fixed) with premium pay

If the vacancy cannot be filled with a volunteer, mandating will begin. First, mandating with the least regular senior qualified unscheduled staff that has not been mandated second, mandate the least senior regular qualified unscheduled staff that has the least number of previous mandated shifts.

The employer will maintain a mandating list. Every effort will be made to schedule employees for one mandated shift before an employee is scheduled two or more. Providers shifts will be filled as a whole shift before considering partial shifts. Float needs may be divided and mandated among available employees, per employer discretion. When an employee has been mandated, the date will be marked on the rotation list. An employee who has been mandated a shift may trade their shift with another qualified employee to cover the mandated shift on their behalf if they are not able to work the mandated shift. This will count as a mandated shift for the employee who works the shift. If both employees were mandated and traded shifts, this would count as mandated shifts for both employees.

For emergent scheduling needs (those taking effect within two (2) business days) employees will be informed of scheduled changes if possible in person, next via phone, and finally through both voice mail and text. Confirmation responses will be tracked and recorded by Employer.

C. Weekend schedules will include all clinic float and Rapid Clinic LPNs and CMAs. Employees may only request three (3) scheduled weekends off per calendar year.

D. There shall be no split shifts without the employee's consent.

E. An employee, with approval of his/her supervisor, may exchange a scheduled shift with another employee providing the following conditions are met:

1. The request shall be made twelve (12) hours prior to the requested exchange;
2. The employee must find his/her own replacement;
3. The change must not result in any overtime pay for the employee or the employee's replacement; and
4. The employee must be qualified to assume the job.

F. When a provider is absent, the Employer will determine if other work is available, including, but not limited to, working for another provider whose nursing staff is absent or working in a float position. Where other work is available, the Employer will assign the nursing staff whose provider is absent to the work. When other work is not available:

1. Employees that have had PTO denied for the day will be offered the chance to use their PTO that day in order of seniority
2. Reduction in hours will be offered by the Employer to other employees in order of seniority.

Should no nursing staff wish to volunteer to take time off, the Employer will first assign time off to casual staff and then assign employees on a rotating basis in inverse seniority the time off based on the daily shift of the employee being assigned time off. When reductions are needed, it will be rotated throughout the bargaining unit members in inverse order of seniority until all employees have at least one shift of reduced hours. Voluntary reductions will be counted as reduced hours when determining who will be required to reduce hours.

Section 2. Hours of Work: The normal work week shall be between Monday through Sunday. In the event the Employer wishes to alter the days of doing business, it may do so and will provide the Union a two (2) week written notice of the change.

Section 3. Rest Breaks: Each employee shall be eligible for one (1) fifteen (15) minute rest break during each four (4) hour work period or two (2) fifteen (15) minute rest breaks during each eight (8) hour work period. Employees shall not take a rest break until such time as the break can be taken without jeopardizing patient needs. An employee who has not been able to take a break shall notify the supervisor long enough before the end of the shift to give the supervisor a reasonable opportunity to allow the employee a break.

Section 4. Meal Break: Employees shall receive an unpaid meal break of either one-half (½) hour or one (1) hour, as established by the Department supervisor. Employees shall not take a meal break until such time as the break can be taken without jeopardizing patient needs. In the event the supervisor is unable to permit the employee to take the meal break, the scheduled duration of the meal break shall be considered as time worked.

Section 5. Overtime: An employee shall be paid at the rate of time and one-half (1½) his or her regular hourly rate of pay for hours worked in a week in excess of forty (40) and for hours worked in a day in excess of one hour longer than the employee's scheduled workday, provided the work day is eight (8) hours or more. However, any employee who works eleven (11) or more hours in a day, regardless of the number of hours scheduled, shall receive overtime pay for all hours

worked in excess of eleven (11) hours. Only hours actually worked shall be included in calculating entitlement to overtime pay. Compensated hours not worked shall not be considered in determining an employee's overtime eligibility. Overtime must be authorized in advance by the Employer before it is worked.

A. When overtime is required by the Employer, employees shall be notified as early as practicable. An employee may be excused from working overtime for a good faith, legitimate reason, provided the Employer can otherwise secure the required numbers and category of competent employees from that shift to complete the available work within the time required.

B. The pay period, for the purpose of determining weekly overtime pay, shall consist of seven (7) consecutive twenty-four (24) hour periods commencing at 12:01 a.m. on Monday and continuing through 12:00 midnight on the next Sunday.

Section 6. Call-in: Employees called in to work by the Employer for unscheduled work shall receive a minimum of three (3) hours' pay provided they report for work within ninety (90) minutes after being called. The Employee may be required to remain at work for the three (3) hours. An employee who requests and is granted permission to leave work earlier shall be paid for the actual hours worked but the three (3) hour minimum payment will not apply nor be required.

Section 7. Call-off: An employee reporting for work at his/her regular scheduled starting time who has not been previously notified not to report for work shall receive a minimum of three (3) hours' pay for the shift for which they were scheduled. The Employee may be required to remain at work for the three (3) hours. An employee who requests and is granted permission to leave work earlier shall be paid for the actual hours worked but the three (3) hour minimum payment will not apply nor be required. Any reasonable attempt by the Employer to notify affected employees shall be deemed in compliance with this Paragraph.

Section 8. No Pyramiding: An employee entitled to premium pay or overtime pay for work under two (2) or more clauses of this Agreement shall receive the highest applicable rate of pay for such hours worked, but premium pay or overtime pay, or any combination of the two, should not be compounded or paid twice for the same hours worked.

## **ARTICLE 7 WAGE RATES, PAY DAYS**

Section 1. Wage Rates: The wage rates set forth in Exhibit A and labeled "Yr. 1" shall be paid commencing upon ratification of this Agreement, retroactive to October 1, 2021; provided, however, that only base wages shall be retroactive and only those employees employed by Employer as of the ratification date shall receive retroactive wage increases. The wage rates set forth in Exhibit A and labeled "Yr. 2" shall be paid commencing October 1, 2022. The wage rates set forth in Exhibit A and labeled "Yr. 3" shall be paid commencing October 1, 2023.

Section 2. Pay Days: Employees shall be paid every other Friday. A minimum of one (1) week shall be allowed for payroll make-up time.

Section 3. Change of Classification: For benefit accrual purposes, when an employee changes job classifications the employee shall retain all years or hours of service credit.

For step-placement purposes, when an employee changes job classifications (except when bumping because of a layoff) the employee shall receive one (1) year or 2,080 hours of service credit for each 6,240 hours of service, subject to a maximum of five (5) years or 10,400 hours of service credit. However, if this formula results in a pay rate higher than the employee's current rate, then the employee shall be moved back to the step closest to the employee's current rate.

When an employee changes job classifications due to bumping because of a layoff, the employee shall receive credit equal to the employee's years/hours of service, but not to exceed the employee's current rate of pay.

**Previous Experience Credit.** At the time of hiring, the employee's prior work experience shall be evaluated by the employer to determine the appropriate credit, for wage purposes. To qualify for previous experience credit, external applicants or newly hired employees shall provide to human resources written documentation from the former employers indicating hours worked and position duties within 30-days of employment acceptance.

**Section 4. Longevity Bonus.** Employer will pay a four hundred dollar (\$400.00) bonus to each employee covered by this agreement (not including casual or temporary employees) who, as of April 1<sup>st</sup> of each year, has 35,360 to 43,679 hours of service and a five hundred dollar (\$500.00) bonus to each employee who has 43,680 hours or more of service, to be paid the first (1<sup>st</sup>) pay day in May and to include those employees hired prior to 12/31/2002.

**Section 5. Ortho Coverage.** An additional differential at the rate of seven cents (\$.07) per hour shall be paid to an employee who previously worked and held a posting as an ortho LPN or CMA for the employer and the employee is currently trained and competent to perform casting duties.

**Section 6. Preceptor Pay.** An additional premium of **one dollar and fifty cents (\$1.50)** per hour shall be paid for employees who serve in the role of preceptor. The preceptor role will be designated and assigned by management. The preceptor differential will be paid when the employee is precepting employees at the direction of the employer, but will not be paid when precepting students.

**Section 7. After 6 PM Premium.** Those employees working with providers who have appointments scheduled after 5:00 pm shall be paid premium pay for all hours worked after 6:00 pm on that day as long as hours worked after 6:00 pm are authorized in advance (no later than 4:00 pm by the employer.) Premium pay will be an additional two dollars (\$2.00) per hour.

**Section 8. Rapid Clinic.** An employee who works an unscheduled Saturday or Sunday shift shall be paid an additional fifty dollars (\$50.00) for each shift worked, prorated for less or more than eight (8) weekend hours worked. Casual employees will receive the bonus for weekend shifts worked at the employers request beyond the required one (1) weekend shift per month. The weekend bonus payment shall not be paid if additional hours are worked as a result of employee's voluntarily exchanging hours. **Employees working in Rapid Clinic will be paid an additional one dollar and ten cents (\$1.10) per hour.**

**Section 9. Prescheduled Extra Shift Incentive Bonus.** After casual employees have had the opportunity to pick up a collective total of ten (10) open shifts with a max of three (3) shifts per casual employees and seventeen (17) or more open shifts remain on the initial draft

schedule, the Employer will offer the Prescheduled Extra Shift Incentive Bonus, whereas a shift is defined as six (6) or more scheduled hours and must include at least on primary care provider or rapid clinic shift, if available.

- On schedules in which the above conditions were met, needs which occur after the schedule is posted will also be eligible for the Prescheduled Extra Shift Incentive Bonus.
- On schedules in which the above conditions were met, and an employee is mandated to work, the mandated employee will also be eligible for the Prescheduled Extra Shift Incentive Bonus.
- On schedules in which the above conditions were not met, the employer reserves the right to solely determine if the Prescheduled Extra Shift Incentive Bonus will be offered for needs which occur after the schedule is posted.

If/When a **regular** employee picks up and works a minimum of three (3) hours, the employee will receive a **\$3.30** per hour bonus for the additional hours worked as long as the employee either:

1. works their regularly scheduled FTE or high end of their flex FTE hours in the same pay period or
2. uses PTO or Personal Business Day (PBD) hours for a pre-scheduled and approved absence, as noted on the schedule, and works their remaining regularly scheduled FTE or high end of their flex FTE hours in the same pay period.

**If/When a casual employee picks up and works a minimum of four (4) shifts on the schedule, at least one of which shall be either a primary care provider or rapid clinic shift, the casual employee will be bonus eligible and will receive a \$3.30 per hour bonus for the additional hours. Casual employees working less than four shifts are ineligible for the bonus.**

**Open shifts will be awarded in seniority order first to the employee able to work the full-shift and then to the employee able to work the majority of the shift. When a partial shift is awarded, remaining hours may be offered in seniority order to the employees able to pick up the majority of remaining hours and so on. In all cases, an employee who picks up and works a three (3) hour shift will receive bonus pay per this article.**

An employee who has been awarded a bonus shift may give away their bonus shift with another qualified employee to cover the bonus shift on their behalf if they are not able to work the bonus shift. Employees must complete a variance form indicating the shift change. The employee working the bonus shift will receive the bonus pay.

Bonus pay will be documented on a time sheet and approved by the Clinic Nurse Leadership.

The Employer reserves the sole discretion to expand the bonus eligibility. Eligibility expansion, if any, will not be construed as a guarantee of future eligibility.

#### Section 10. Hazard Pay.

The union and employer agree to meet and confer on wages and staffing needs if a pandemic or epidemic has been declared by any governing body, including Grand Itasca Clinic and Hospital.

**ARTICLE 8  
HOLIDAYS**

Section 1. Full-time and part-time employees shall be eligible for holiday benefits as provided in this Article. The following days shall be considered holidays:

New Year's Day	Labor Day
New Year's Eve Day (December 31)	Thanksgiving Day
Good Friday	Day after Thanksgiving Day
Easter	Christmas Eve Day
Memorial Day	Christmas Day
Independence Day (July 4)	

Section 2. Full-time and part-time employees shall be eligible for holiday benefits, which shall be paid from PTO accrued under Article 9. Eligible full-time and part-time employees shall receive holiday benefits for the number of straight-time hours they otherwise would have worked on the holiday.

Section 3. An employee required to work on one of the above-named holidays shall receive pay for work at time and one-half (1½) the employee's regular rate of pay for the work performed on the holiday.

Section 4. If the Clinic or unit is closed on one of the above named holidays, when an employee is normally scheduled, the employee may use PTO.

**ARTICLE 9  
PAID-TIME-OFF (PTO) AND SHORT TERM DISABILITY BENEFIT (STDB)**

Section 1. Eligibility: Paid-Time-Off (PTO) (which includes vacation, sick leave and holiday pay) and Short Term Disability Benefit (STDB) is available to full-time and part-time employees. Employees who change employment status from a temporary or casual status to a full-time or part-time status will begin PTO and STDB accrual from the date of the change.

Section 2. PTO/STDB. Grand Itasca Clinic and Hospital provides a Paid Time Off (PTO) system for holiday, vacation, and sick leave benefits. The PTO system provides the employee with an established number of paid days off per year to be used as the employee chooses, with department manager approval.

All days off granted whether paid, unpaid, sick, vacation, or holiday, must be approved by the manager/director to ensure that the needs of the facilities are met. The employee must fill out a "Request for Time-Off" form and submit the completed request to their manager/director for approval. If an employee has an unanticipated absence and cannot make an advanced request, **the employee** should complete a "Report of Absence/Schedule Variation" form as soon as **the employee** returns to work. Excessive unscheduled time off will not be allowed. The number of **hours** earned is based on the number of hours paid.

**The employer shall grant a minimum of three (3) employees per day who have secured the day off with PTO, PBD or any contractual unpaid day.**

PTO calendar will be updated no later than 4-weeks upon receipt of PTO or other secured day off rescission, change in employee's benefit eligibility status and/or termination of employment. If an employee rescinds a secure day off six (6) weeks in advance of the posted schedule date, the employer will grant a secured day off to the most senior pending employee to meet the minimum number of employees off per day. Rescinds after the six (6) week required notice period will not guarantee the next pending employee will be granted off.

**Give Away Shift.** A regular schedule employee shall be allowed to take up to one (1) day off per calendar year without pay, providing the employee is able to secure a non-overtime replacement, if needed, from among regular scheduled and casual employees, per PTO request timelines and approval process. Prior approval from leadership must be obtained.

In lieu of paid vacations, paid sick leave, and pay for holidays not worked, the organization shall grant employees paid Personal Time Off (PTO) and paid short-term disability benefit (STDB). PTO and STDB shall accrue as follows:

Paid Hours Of Service	Hours Accrued at the End Of Each 80.00 Hours Paid	
	F-T	
	PTO	STDB
0 to 6,239	7.70	1.23
6,240 to 14,559	9.24	1.23
14,560 to 41,599	10.77	1.23
more than 41,600	12.31	1.23

Accrued PTO may be used for any purposes whatsoever at the discretion of the employee, without explaining the reason to your Supervisor, subject to these rules:

1. All employees should schedule time away from work each year for their own benefit.
2. An employee wishing to use accrued PTO shall give written notice using the "Request for Time Off" form to their manager/director at least thirty (30) days prior to the posting of the affected schedule; provided, however, that in cases of illness, injury, or other unforeseen circumstances, notice shall be given as soon as practicable, at least one (1) hour prior to the commencement of the shift. Such notice shall be given by the employee personally each scheduled day of an absence caused by illness, injury or other unforeseen circumstances, unless otherwise agreed with the manager/director. The organization retains the right to investigate suspected abuses of this notice procedure, including requiring proof of a claimed illness, injury, or unforeseen circumstance.
3. Subject to the abilities and qualification of the employees to do the work, and subject to the staffing needs of the facility, the organization shall recognize requests for PTO and shall recognize the seniority of the employees when resolving conflicts among multiple requests for the same days off.
4. Absences for any reason, i.e. holidays, vacation, etc.; employees must utilize PTO in order to meet the employee's FTE status. If an employee has a flex FTE position, the

employee must have the hours worked plus PTO hours equal the total hours scheduled for the week in which PTO is taken.

5. PTO shall not be utilized prior to accrual. New employees shall have access to their accrued PTO/STDB after the probationary period.
6. PTO accrual will be capped at 400 hours and there will be no cash payouts other than at the time of separation from Grand Itasca.
7. If the employee provides the Employer with a 3-week advance written notice, accrued but unused PTO shall be paid in cash upon termination of employment.
8. PTO shall be considered "personal sick leave benefits" for purposes of the Minnesota Sick or Injured Child Care Leave statute.
9. When a unit is open for the holiday, PTO shall be used, as noted below, on any of the following days in which an employee does not work, unless the day is one of the employee's regular days off: New Year's Eve Day, New Year's Day, Good Friday, Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Day after Thanksgiving Day, Christmas Eve Day, and Christmas Day.
  - Fixed FTE: PTO shall be used based on the number of hours normally scheduled.
  - Flex FTE: PTO shall be used to meet the employee's FTE midpoint.

When a unit is closed for a holiday, as listed above, nurses in that unit may elect in writing through a variance form to be unpaid and not use PTO. An hourly employee will receive time and one-half of their regular rate of pay if they work on a holiday.

10. Paid Time Off, combined with total hours worked should not exceed the total hours regularly scheduled (overtime not included) in a pay period. Exceptions for unusual circumstances should be discussed with your manager/director and the Human Resources Department.
11. Unused balances of PTO will be displayed on employee's paychecks.

Accrued STDB shall be used only for absences caused by illness or injury, subject to these rules:

1. STDB may be used only after the third consecutive scheduled shift is missed for the same illness or injury. STDB may be utilized immediately in cases of in-patient hospitalization or day surgery, for all consecutive scheduled shifts missed for the same illness or injury.
2. If otherwise eligible to utilize STDB, the employee shall do so before utilizing PTO for the same absence.
3. An employee wishing to use accrued STDB shall give written notice to the organization utilizing the "Request for Time Off" form as soon as practicable, at least thirty (30) days prior to the posting of the affected schedule in cases of elective procedures, or at least one (1) hour prior to the commencement of the shift in other cases. Such notice shall be given by the employee personally each scheduled day of the absence, unless otherwise

agreed with the manager/director. The organization retains the right to investigate suspected abuses of this notice procedure, including requiring proof of the claimed illness or injury.

4. STDB shall not be utilized prior to accrual.
5. Employees may accumulate unused STDB up to a maximum of three hundred and sixty (360) hours (in addition to any converted sick leave).
6. Accrued but unused STDB shall be forfeited upon the ending of employment for any reason.
7. STDB shall be considered "personal sick leave benefits" for purposes of the Minnesota Sick or Injured Child Care Leave statute.
8. Unused balance of STDB will be displayed on employee's paychecks.

Section 2. (B) Personal Business Days. Employees shall be granted time off, without pay, for personal business days as follows:

- After one (1) year of employment, one (1) day per calendar year.
- After five (5) years of employment, two (2) days per calendar year.
- After ten (10) years of employment, three (3) days per calendar year.

The employee shall give notice of the time to be taken off at least five (5) days before the posting of the affected schedule. Such days off shall not be used to extend PTO and shall not be taken on a holiday. All time off must be requested in advance and approved by the Department Manager.

Section 3. Accrual System: PTO is based on an accrual system as set forth in Section 2. The Employer and the Union have agreed on the conversion of years of service of employees to paid hours of service solely for purposes of PTO and STDB accrual effective January 1, 2003. The agreed conversion formula is years of service through December 31, 2002 multiplied by 2080; provided, however, that all employees with hire dates from 1983 through 1988 shall be deemed to have 41,600 paid hours of service as of January 1, 2003 solely for purposes of PTO and STDB accrual.

Section 4. PTO for Planned Events: PTO for planned events such as vacations, personal days off, etc. should be scheduled in advance and coordinated with the department supervisor. Each department may have different scheduling guidelines based on operational and minimum staffing requirements necessary to function properly and meet departmental needs. Reasonable attempts will be made to accommodate desired PTO times.

PTO must be requested by February 15<sup>th</sup> for the period of April 1<sup>st</sup> – September 30<sup>th</sup> and by August 15<sup>th</sup> for the time period of October 1<sup>st</sup> – March 31<sup>st</sup>. Requests will be granted in order of seniority. Within thirty (30) calendar days of February 15<sup>th</sup> and August 15<sup>th</sup>, approved PTO will be communicated to employees. The employee is not required to have the PTO hours accrued at the time of request. However, approval requires the employee must be able to reasonably accrue the PTO in the pay period preceding the requested time off. If the employee does not have sufficient PTO hours accrued in the pay period preceding the planned absence, the Employer will discuss options with the employee and the approval may be rescinded by the Employer.

Requests should include employee's name, the desired days off, dated and signed by the employee, as well as verbally communicated as soon as possible. In the event a schedule conflict presents itself, the employees in question should attempt to work out a reasonable solution, one that is also acceptable to their supervisor. If a resolution is not reached, priority will be granted starting with employees with the most continuous years of service.

PTO requests for vacation submitted to the department supervisor after February 15 will generally be granted where staffing requirements permit, to those employees who submitted them first.

Section 5. No Pay Time: Employees may not borrow against future or anticipated PTO. Absences from scheduled work time may be the basis for discipline unless approved in advance by the department supervisor.

Section 6. Change in Status, Termination: Employees who change from full-time or part-time employment status to casual employment status cease to accrue PTO and **will be** paid any accrued and unused PTO at the time of the status change.

### **ARTICLE 10 SHORT-TERM DISABILITY BANK (STDB)**

Full-time and part-time employees may use accrued hours of STDB in accordance with Article 9, Section 2. Effective January 1, 2003, All Hire Date Employees' accumulated STDB hours (to a maximum of 480 per employee) ("Old STDB") shall become STDB hours usable only in accordance with Article 9, Section 2. Hire Date Employees may accrue up to 240 hours of STDB in addition to Old STDB hours. Seniority Hours Employees shall be subject to the limit on STDB accrual set forth in Article 9, Section 2.

### **ARTICLE 11 GROUP INSURANCE, FSA**

Section 1. Health Insurance:

The Employer will maintain group health insurance coverage.

For employees hired to work 0.5 FTE (20 hours per week) or more, who elect group health insurance coverage and who pays their share of the monthly premium, the Employer and Employee will pay a portion of the monthly health insurance premium in the percentages set forth below:

<u>Coverage</u>	<u>Employer</u>	<u>Employee</u>
Single	75%	25%
Employee + 1	67%	33%
Family	67%	33%

From any Employer contribution for a qualified Consumer Driven Health Plan, \$750.00 (Single), and \$1,500.00. (Employee + 1 and Family) shall be contributed to the employee's HSA.

Section 2. Dental Insurance: The Employer will maintain group dental insurance and will pay the full premium for single coverage for any employee hired to work 0.5 FTE or more who chooses the coverage. The Employer shall pay eighty percent (80%) and the employee shall pay twenty percent (20%) of the monthly premium for family dependent coverage for any employee hired to work 0.5 FTE or more who chooses the coverage and pays his or her share of the monthly premium.

Eligible employees may purchase dental insurance with the employee fully responsible for all premium costs in excess of the employer contribution required by this section.

Section 3. Life and Accidental Death and Dismemberment (ADD) Insurance: Through December 31, 2018, the Employer will contract for a \$15,000 policy of group life insurance coverage and accidental death and dismemberment (ADD) and will pay 100% of the monthly insurance premium for eligible employees hired to work 0.5 FTE or more. Effective January 1, 2019, the Employer will contract for a \$50,000 policy of group life insurance coverage and accidental death and dismember (ADD) and will pay 100% of the monthly insurance premium for eligible employees hired to work 0.5 FTE or more.

Section 4. Selection of Carrier: The Employer reserves the right to provide the insurance coverage referred to in this Article 11 through a carrier of the Employer's choice.

Section 5. Employer's Obligation Limited: The Employer's obligation under this Article 11 is limited to contracting for a policy of group insurance and payment of the amount of premium specified. The Employer has no liability for the failure or the refusal of the insurance carrier to honor an employee's claim or to pay benefits and no such action on the part of the insurance carrier shall be attributable to the Employer or constitute a breach of this Agreement by the Employer. Under no circumstances shall the Employer be responsible for paying any benefits under this Article 11. No dispute arising under or relating to this Article 11 shall be subject to the grievance and arbitration procedures of this Agreement, except an allegation that the Employer has failed to pay the premium required by this Article 11.

Section 6. Flexible Spending Account (FSA): The Employer provides a Section 125 Flexible Spending Account (FSA), which allows for the payment of certain medically related expenses and day care on a pre-tax basis. The FSA plan shall be continued in effect so long as, in the judgment of the Employer, favorable tax treatment continues under the Internal Revenue Code.

## **ARTICLE 12 LEAVES OF ABSENCE**

Section 1. Federal and State Laws: The Employer and the Union will comply with the requirements of federal and state laws pertaining to leaves of absence.

Section 2. Family and Medical Leave Act Parental and Medical Care Leave: Eligible employees are entitled to up to a total of twelve (12) work weeks per "year" of parental/family and/or medical leave ("FMLA leave"). Eligible employees are those full-time or part-time employees who have been employed by the Employer for at least twelve (12) months and have worked a minimum of 1,250 hours in the twelve (12) months preceding the requested leave. A "year" is defined as a rolling twelve (12) month period.

Parental/Family Leave may be taken (1) upon the birth of an employee's child; or (2) upon placement of a child with the employee for adoption or foster care.

Medical leave may be taken (1) when an employee is needed to care for a child, spouse or parent who has a serious health condition; or (2) when the employee is unable to perform the functions of his/her position because of a serious health condition.

The conditions applicable to FMLA leave, including the definition of "serious health condition", how to request FMLA leave, the scheduling of FMLA leave, certification of the need for FMLA leave, relationship to paid leave benefits, benefits available during leave, and return to former position, among other matters, are set forth in Employer's Policy.

Section 3. Personal Leave: Personal leave may be granted to an eligible employee in accordance with Employer policies. The Employer shall notify the Union when granting a personal leave of longer than thirty (30) days.

Section 4. Extended Medical Leave: Employees who have exhausted their available FMLA time or who are not eligible for FMLA leaves shall be granted non-intermittent, non-FMLA medical leave for personal or family illnesses as noted below. The personal or family illness must meet the definition of "serious health condition" under the FMLA.

- Regular FTE nurses who have exhausted their FMLA time will be granted a leave of absence for a maximum period of six (6) calendar months, inclusive of any FMLA time used.
- Regular FTE nurses who do not meet FMLA eligibility service requirements will be granted a leave of absence for a maximum period of six (6) calendar months.
- Nurses in their initial probationary period will be granted a leave of absence for a maximum of four (4) weeks.

The employee may choose to continue their group insurance (health and dental insurance) during the extended medical leave period (combination of all leaves paid and unpaid) by paying the employee premium cost share to the employer.

To receive approval for the leave, employees must submit the documentation outlined in Policy #HR-156 to certify the medical necessity for either themselves or their family member.

For the inclusive period of up to six (6) calendar months of medical leave, the Employer will not permanently fill the employee's position. Upon return from the leave, the employee will return to her/his original position. The employee will neither gain nor lose seniority during this leave.

If the employee is unable to return to work at the conclusion of the leave, an additional six (6) months may be granted; however, during this period the Employer may permanently fill the employee's position. If the employee's original position is filled and the employee becomes able to return to work at the end or prior to the conclusion of the extended leave, the employee shall be offered the first available position for which they are qualified. If the employee refuses the position, employment may be terminated.

Provided however, an employee who has not returned to work after one (1) year of continuous absence from work may be removed from the seniority roster and may have no right to reinstatement.

Section 5. Bereavement Leave: If an employee wishes to take time off due to the death of an immediate family member, the employee should notify his or her supervisor immediately. Up to four (4) consecutive company work days off will be granted under this leave for the death of an employee's parent, current spouse, sibling, step-sibling, child, or step-child; and three (3) consecutive company work days off will be granted under this leave for the death of an employee's step-parent, current parent-in-law, grandparent, grandchild, brother-in-law, sister-in-law, aunt, and uncle.. One of the days of the bereavement leave must be the day of the funeral. The employee shall receive his or her base pay times the number of hours they were regularly scheduled to work during the leave period. By mutual agreement between the employee and the Employer, the employee may be granted additional unpaid time off in connection with the death.

Section 6. Jury Duty: An employee who is called to serve on jury duty shall be paid at the employee's regular straight time rate for hours lost from work up to a maximum of two (2) weeks in a two (2) year period. An employee receiving full pay from the Employer while serving on a jury shall be required to turn in any jury duty pay to the Employer. Employees summoned to jury duty must inform their supervisor as soon as possible of the summons. All Employer-paid hours spent on jury duty shall count as hours worked for purposes of this Agreement. An employee is expected to report for work whenever the court schedule permits. The employer will continue to provide health insurance benefits for up to one month of jury duty absence.

Section 7. On the Job Injury: Employees injured on the job shall not suffer a loss of pay for any portion of the day in which the injury occurs. The Employer must be notified of the injury and the extent of the injury (from the employee's physician) with a listing of any physical restrictions. If there are not restrictions, the employee shall be required to return to work. In no instance will the Employer be obligated to pay the employee for more than the hours of the employee's shift on the day the injury occurs.

Section 8. Union Leave: A leave of absence shall be granted upon request to a limited number of employees for the purpose of attending Union meetings as a delegate or for Union training, subject to the approval of the Employer, provided that the total leave granted under this section to all employees shall not exceed eighty (80) hours per calendar year. The leave will not be granted if it will render the Employer unable to operate efficiently. Employees may elect to use available PTO time to cover scheduled work time which is missed due to the leave. Otherwise, the leave shall be unpaid.

Section 9. Light Duty and Work Hardening: Upon reasonable written notice to the union business representative and union president, the employer may create a temporary job (not to exceed ninety (90) calendar days) schedule for an employee in need of light duty or work hardening due to a work-related injury or illness. The time frame may be extended by mutual agreement of the employer and the union. Such jobs shall not be subject to posting, bidding, or transfer provisions of this agreement and no other employee may have any entitlement to the job. The employee shall be paid at their regular hourly rate for time worked in the temporary job and the time shall be counted as hours worked for all purposes under this agreement.

**ARTICLE 13  
PENSION**

Employer will maintain a defined contribution pension plan of its choice to which the Employer shall thereafter contribute 4.48% of the salary of eligible employees for the term of this Agreement, in accordance with plan documents available from the Employer. Employees hired on or after 1/1/2013 require .5 FTE status for pension eligibility. Employees hired prior to 1/1/2013 with less than a .5 FTE will maintain their pension contributions and vesting but receive no further pension contributions.

**ARTICLE 14  
UNIFORM REIMBURSEMENT**

From and after January 1, 2003, the Employer shall annually reimburse only those employees whom the Employer requires to wear uniforms up to One-Hundred Fifty and No/100 Dollars (\$150.00) each for such employees' actual expenditures to purchase required uniforms, **watches, stethoscope, and dress code approved shoes**. To be eligible for reimbursement, actual costs must be demonstrated through submission of original (not photocopied) purchase receipts showing the vendor, date of purchase, items purchased, and price per item. Employees must submit original receipts for uniform purchases made during the previous twelve months or eligible portion thereof on or before June 10 of each year. Annual reimbursement of timely submitted, properly documented uniform purchases will be paid no later than June 30 of each year. Employees must be employed by the Employer on June 30 of any year to be eligible to receive uniform purchase reimbursement on that date. It is the responsibility of the employee to keep their uniforms neat and in good condition.

**ARTICLE 15  
MEETINGS, TRAINING**

Section 1. When formal continuing education course work is suggested by either the employee, the supervisor or the Employer, and approved by the Employer, paid work time will be provided and expenses reimbursed in accordance with Employer policy. No more hours of pay than an employee's regular shift will be provided for any one education day, regardless of travel time. However, additional paid time for travel may be allowed, subject to the advance written approval of the Employer, depending on the circumstances. In order to be eligible for paid work time and expense reimbursement, the Employer must approve the continuing education course work in advance of the employee's attendance.

Section 2. Attendance at Employer meetings which is required by the Employer shall be compensated at the employee's regular wage rate for the time actually spent in attendance at the meeting.

Section 3. Employer shall make education reimbursement to any employee covered by this bargaining agreement in the amount of seventy-five percent (75%) not to **exceed one-thousand (\$1,000.00)** per contract year of the tuition, fees and book expenses for a course or sequence of studies pre-approved by Employer at an accredited institution and having a reasonable relation to employee's professional employment. Only bargaining unit members having two thousand and eighty (2080) hours employment are eligible for this reimbursement. Reimbursement shall be made upon proof of payment of tuition, fees or book expenses and upon proof of successful completion of the course or sequence of studies.

**Section 4. Workshops, Courses, and Other Educational Programs.**

An employee may use the one thousand dollars (\$1,000.00) education funds provided for in this article, for tuition, fees, and book expenses, paid at one-hundred percent (100%) for workshops, courses, and other types of educational programs. The employee may use up to five hundred dollars (\$500) of the total one thousand dollars (\$1000) for reasonable, pre-approved travel expenses to attend workshops, courses, and other types of educational programs are to be:

- A. Part of a plan to prepare the employee for a second health care field service area. The nature of the program shall be determined by agreement between the employee and the hospital. Employee's participating in such programs shall receive reimbursement for approved courses taken thereunder upon satisfactory completion of the workshop, course, or educational program.
- B. Preparing for national certification for the employee's area of practice, including recertification, or
- C. Related to complementary training, as determined by agreement between the employee and the employer that may enhance the employee's skills.

A request for reimbursement shall be made no more than thirty (30) days after completion of the course or sequence of studies. If the employee fails to remain employed or available for employment with the Employer for at least two thousand eighty (2080) hours following completion of the course or sequence of studies, the employee shall return the reimbursement to the Employer, and the Employer may deduct some or all, of the amount from the employee's final paycheck.

**ARTICLE 16  
GRIEVANCE AND ARBITRATION PROCEDURE**

Section 1. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms or provisions of this Agreement.

Section 2. A grievance, as defined in Section 1 of this Article, shall be resolved in conformance with the following procedure:

- Step 1. An earnest effort shall be made to settle the grievance between the employee affected and his/her department head.
- Step 2. In the event no settlement is reached in Step 1, the grievance shall be reduced to writing and submitted to the Administrator or his/her designee within fifteen (15) calendar days after the Grievant's first knowledge of the actual occurrence of the events giving rise to the grievance. The Administrator or his/her designee shall meet with the Union staff representative or steward and the Grievant to attempt to resolve the grievance and shall submit an answer in writing to the Union within thirty (30) days after the written grievance is received by the Administrator or his/her designee.

Optional Step 3. Upon mutual agreement of the Employer and the Union within seven (7) calendar days of receipt of the Step 2 answer, any grievance may be submitted to the non-binding mediation process of the Federal Mediation and Conciliation Service before being submitted to arbitration. If either party declines to mediate, the Union may submit the grievance to arbitration within fourteen (14) calendar days of receipt of the Step 2 answer. If a dispute has been submitted to mediation, but the Union desires to submit the dispute to arbitration, the Union shall serve written notice of the demand for arbitration upon the Employer via fax or certified mail within seven (7) calendar days of the date on which the mediation process is completed or discontinued. If either party declines to mediate, the Union may submit the grievance to arbitration within fourteen (14) calendar days of receipt of the Step 2 answer.

Step 4. In the event no settlement is reached in Step 2 or Step 3, the Union, within fourteen (14) calendar days of receipt of the Step 2 answer, may submit the grievance to arbitration.

Section 3. If the parties are unable to agree upon the appointment of an arbitrator, either party may then request the Federal Mediation and Conciliation Service to furnish a list of five (5) prospective arbitrators. From this list, each party shall in turn strike one name until only one name remains, and the last remaining individual shall be designated as the arbitrator. The party striking first shall be determined by lot. A hearing on the grievance shall be held promptly by the arbitrator and the parties shall encourage the arbitrator to render a decision within thirty (30) days after the close of the hearing.

All expenses and costs of the arbitrator shall be shared and assessed equally to the parties. Each party shall be responsible for compensating its own representatives and witnesses.

The arbitrator shall have no right to amend, modify, nullify, ignore, add to or subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the Employer and the Union, and shall have no authority to make a decision on any other issue not so submitted.

The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented. The decision of the arbitrator shall be final and binding on the parties.

Section 4. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next Step within the specified time limit, or any agreed extension thereof, it shall be considered settled on the basis of the Employer's last answer. If the Employer does not answer a grievance and appeal thereof within the specified time limits, the Union may elect to treat the grievance as denied at that Step and immediately appeal the grievance to the next Step.

Section 5. At any step in this grievance procedure the Executive Board of the Local Union shall have the final authority in respect to any aggrieved employee covered by this

Agreement, to decline to process a grievance if in the judgment of the Executive Board such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement, to the satisfaction of the Union Executive Board.

## **ARTICLE 17 DISCIPLINE, RESIGNATION**

Section 1. The Employer shall not discipline or discharge without just cause any employee who has completed the required probationary period.

Section 2. The employee shall give the Employer at least three (3) weeks' advance written notice of intention to resign. Failure to give such notice shall result in forfeiture of accumulated vacation and/or PTO pay. Provided, however, the Employer reserves the right to waive the three (3) week notice requirement and to remove the employee from the schedule at an earlier date after receipt of notice of intention to resign.

Section 3. If an employee fails to report for work as scheduled, or to furnish the Employer with a justifiable excuse within twenty-four (24) hours thereof, such failure to report to work shall be conclusively presumed to be a resignation from employment; provided, however, that if the employee can thereafter furnish the Employer with reasonable proof that the employee could not report to work and could not notify the Employer of his/her absence because of illness or unforeseen emergency or other justifiable reason, then the absence shall not be considered a resignation.

**A staff member may rescind their request to voluntarily terminate their employment if the date of voluntary termination has not yet occurred, and the vacancy is still available. The request to rescind must be in writing. If the position has been filled and the voluntary termination has not yet occurred, the staff may post into any open position for which they are qualified.**

## **ARTICLE 18 NO STRIKE, NO LOCKOUT**

The Employer agrees not to engage in any lockout of employees and the Union agrees that it will not engage in any strike during the life of this Agreement. Participation in any strike, slowdown, sit-down or stoppage of work brought about either by action of the Union in violation of this Agreement or by action of an individual employee or individual groups of employees shall be just cause for dismissal or discipline by the Employer of any and all employees participating therein. Upon request from the Employer, the Union will advise employees in writing to cease activities which are in violation of this Article.

## **ARTICLE 19 COMPLETE AGREEMENT, SEPARABILITY**

Section 1. This Agreement shall represent the complete Agreement between the Union and the Employer.

Section 2. The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make requests and proposals with

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

Section 3. Notwithstanding any other provision of this Article, in the event that the Employer during the term of this Agreement creates a new classification within the bargaining unit, the Employer agrees to enter into negotiation with the Union solely for the purpose of establishing a wage rate for such classification.

Section 4. If any provision of this Agreement is found by a court of competent jurisdiction and after the conclusion of all available appeals to be in conflict with any state or federal law, only that provision(s) shall be considered inapplicable, and the remaining provisions of this Agreement shall remain in full force and effect. The Employer and the Union agree that they will meet promptly following the declaration of invalidity to attempt to negotiate a substitute clause to replace the provision(s) found to be invalid.

## ARTICLE 20 NON-DISCRIMINATION

**Neither party shall discriminate or tolerate discrimination for employees or applicants for employment or in union membership on grounds of union membership, support for the union (or lack therefore) because of race, color, religion, creed, age, disability, sex, (including pregnancy), gender, sexual orientation, gender identity, genetic information, national origin, marital status, familial status, protected veteran status, status with regard to the public assistance, or any other characteristic protected under applicable law.**

**ARTICLE 21  
TERM OF AGREEMENT**

This Agreement shall be in effect from October 1<sup>st</sup>, 2021 through the 30<sup>th</sup> day of September, 2024, and thereafter from year to year unless written notice of desire to change, modify or terminate the Agreement is given by either party to the other party at least ninety (90) days, but not more than one hundred and twenty (120) days prior to the expiration date or prior to the end of any renewal period, as the case may be.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of dates set forth below.

GRAND ITASCA CLINIC  
& HOSPITAL

UNITED FOOD AND COMMERCIAL  
WORKERS UNION LOCAL 1189

By: K.A. Burton-Christensen

By: Allen P. [Signature]

Its: Senior HR Director

Its: Union Representative

Dated: 9/27/21

Dated: 9-28-2021

**Exhibit A**

		<hr/>									
<b>Seniority Hours</b>		<b>0</b>	<b>2,080</b>	<b>4,160</b>	<b>6,240</b>	<b>8,320</b>	<b>10,400</b>	<b>12,480</b>	<b>14,560</b>		
<b>Contract Year</b>		<b>Begin</b>	<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>		
<hr/>											
<b>LPN/ CMA</b>	<b>Current</b>	17.65	17.93	18.22	18.47	18.74	19.70	19.97	20.26		
	<b>Year 1</b>	18.54	18.83	19.12	19.38	19.65	20.63	20.91	21.20		
	<b>Year 2</b>	19.03	19.32	19.62	19.89	20.17	21.17	21.45	21.75		
	<b>Year 3</b>	19.51	19.83	20.14	20.40	20.69	21.72	22.00	22.31		
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<b>Seniority Hours</b>		<b>16,640</b>	<b>18,720</b>	<b>20,800</b>	<b>22,880</b>	<b>24,960</b>	<b>27,040</b>	<b>29,120</b>	<b>31,200</b>	<b>41,600</b>	
<b>Contract Year</b>		<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>20</b>	
<hr/>											
<b>LPN/ CMA</b>	<b>Current</b>	20.56	20.80	21.58	21.86	22.12	22.40	22.75	23.36	23.76	
	<b>Year 1</b>	21.51	21.76	22.56	22.84	23.11	23.39	23.75	24.37	24.78	
	<b>Year 2</b>	22.06	22.32	23.14	23.42	23.69	23.99	24.96	24.99	25.40	
	<b>Year 3</b>	22.62	22.89	23.72	24.01	24.30	24.59	25.59	25.61	26.04	
<b>Contractual Percentage</b>		<b>Year 1</b>		2.15%		<b>Year 2</b>		2.10%		<b>Year 3</b>	2.10%

**Grand Itasca Clinic & Hospital  
UFCW #1189 Pay Scale  
10/1/2018 – 9/30/2021**

**Exhibit B**

**Seniority by Hire Date**

<b>Vaneps, Corrine E</b>	<b>5/18/1988</b>
<b>Lloyd, Laurie J</b>	<b>12/19/1990</b>
<b>Schneider, Lori J</b>	<b>4/03/ 1995</b>
<b>Sutherland, Debra A</b>	<b>4/18/1995</b>
<b>Metzer, Charlene D</b>	<b>9/10/1996</b>
<b>Bellefy, Jill M</b>	<b>5/18/1998</b>
<b>Rondeau, Kelly K</b>	<b>2/26/2001</b>
<b>Wourms, Shannon D</b>	<b>7/26/2002</b>

**MEMORANDUM OF UNDERSTANDING  
REGARDING  
Wage Review**

Grand Itasca Clinic & Hospital ("Employer") and United Food and Commercial Workers Union, Local #1189 ("UFCW") have agreed that the Employer may, at the Employer's sole discretion, review and increase the UFCW wage scale equally across the full wage scale. The parties agree that a wage increase is not guaranteed, and this Agreement is not subject to further negotiations but the parties will meet and confer over the change.

Dated this 14 day of Sept, 2021

**Grand Itasca Clinic & Hospital  
a Minnesota Non-Profit Corporation**

Dated this 14 day of SEPT, 2021

**United Food and Commercial Workers Union  
Local #1189**

By: K.A. Burns-Christenson  
Katherine Burns-Christenson,  
Senior Human Resources Director

By: Allen Priolo  
Allen Priolo, Staff Representative

**MEMORANDUM OF UNDERSTANDING  
REGARDING  
Retention Bonus**

Grand Itasca Clinic & Hospital ("Employer") and United Food and Commercial Workers Union, Local #1189 ("UFCW") reached the following agreement for a retention bonus schedule as noted below. Bonus checks will be issued as a separate check on the first regularly scheduled pay date following the bonus date.

December 1, 2021 Retention Bonus

- Current employees hired on or before August 31, 2021 will be paid \$670.00.

December 1, 2022 Retention Bonus

- Current employees hired on or before November 30, 2021 shall be paid \$700.00
- Current employees hired between December 1, 2021 and March 1, 2022 shall be paid \$500.

December 1, 2023 Retention Bonus

- Current employees hired on or before November 30, 2021 shall be paid \$1,000.00
- Current employees hired between December 1, 2021 and March 1, 2023 shall be paid \$500.00

Dated this 14 day of Sept, 2021

**Grand Itasca Clinic & Hospital  
a Minnesota Non-Profit Corporation**

By: Katherine Burns Christenson  
Katherine Burns-Christenson,  
Senior Human Resources Director

Dated this 14 day of Sept, 2021

**United Food and Commercial Workers Union  
Local #1189**

By: Allen Priolo  
Allen Priolo, Staff Representative