



Collective Bargaining Agreement
Between
AFSCME Council 65, Local 3459-0001, AFL-CIO
And
Cook Hospital
1/1/2022 – 12/31/2024

Labor Representative: Amanda Metsa (ametsa@afscme65.org or 218-215-2504)

AFSCME Council 65 Office: info@afscme65.org or 888-474-3242

WEINGARTEN RIGHTS

If called to a meeting with management, you have rights to representation. State the following and call your labor representative: If this discussion could in any way lead to my being disciplined or terminated, or affect my personal working conditions, I respectfully request that my union representative be present at the meeting. Until my representative arrives, I choose not to participate in this discussion.

BECOME AN AFSCME 65 MEMBER

Are you a new employee or not a member yet? Scan the QR code to sign up today and take advantage of the many benefits of AFSCME membership!



MEMBER BENEFITS

Are you taking advantage of your union member benefits? Check out the many benefits available from AFSCME Advantage and Union Plus at:

www.afscme.org/member-resources

www.unionplus.org

Make sure to have your member number handy when accessing these benefits.

ORGANIZING

Know someone who wants to form a union at their workplace? Contact our Organizing Department at 888-474-3242 or email info@afscme65.org and inquire about forming a union. Make sure they tell us you referred them. Your Local benefits from referring new union members.



AGREEMENT

BETWEEN

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

LOCAL UNION #3459

SUPPORT STAFF UNIT

AND

**COOK HOSPITAL
COOK, MINNESOTA**

January 1, 2022 to December 31, 2024

TABLE OF CONTENTS

ARTICLE I	RECOGNITION	1
ARTICLE II	UNION SECURITY AND DUES DEDUCTION	1
ARTICLE III	INTENT AND PURPOSE	2
ARTICLE IV	RIGHTS OF MANAGEMENT	2
ARTICLE V	HOURS OF WORK	3
ARTICLE VI	DEFINITION OF FULL AND PART TIME EMPLOYEES	6
ARTICLE VII	HOLIDAY PROVISIONS	8
ARTICLE VIII	PAID TIME OFF (PTO)	10
ARTICLE IX	LEAVE OF ABSENCE	15
ARTICLE X	INSURANCES	20
ARTICLE XI	SENIORITY	21
ARTICLE XII	VACANT POSITIONS	24
ARTICLE XIII	TERMINATION OF EMPLOYMENT	25
ARTICLE XIV	DISCIPLINE, DISMISSALS, DEMOTIONS AND TRANSFERS	26
ARTICLE XV	GRIEVANCE PROCEDURE	27
ARTICLE XVI	BULLETIN BOARD	29
ARTICLE XVII	TIME OFF FOR UNION ACTIVITIES	29
ARTICLE XVIII	GENERAL PROVISIONS	29
ARTICLE XIX	WAGE ADMINISTRATION	30
ARTICLE XX	RETENTION OF BENEFITS	32
ARTICLE XXI	SUCCESSOR CLAUSE	33
ARTICLE XXII	BINDING ARBITRATION	33
ARTICLE XXIII	DURATION OF AGREEMENT	33
APPENDIX A	WAGE SCHEDULE	

AGREEMENT

THIS AGREEMENT is entered into effective the 1st day of January, 2022, or as otherwise specifically provided herein only in regard to employees employed by the Employer on the date this Agreement is signed by both parties or hired thereafter, by and between the Cook Hospital of Cook, Minnesota, hereinafter referred to as the "EMPLOYER", and the Local Union No 3459, American Federation of State, County and Municipal Employees, affiliated with the American Federation of Labor and Congress of Industrial Organization, hereinafter referred to as the "UNION".

ARTICLE I **RECOGNITION**

Section 1

The Employer hereby recognizes the Local Union No. 3459, Minnesota Council 65, AFSCME, AFL-CIO, as the exclusive representative for collective bargaining purposes of the employees of the Cook Hospital & Nursing Home Facility in the unit; the employees to be included under this contract are as follows: Coder, Nurses Assistants, Unit Clerk, Physical Therapy Nursing Assistants, Medical Records Secretaries, Physical Therapy/Rehab Secretary, Bookkeeper-Payroll Clerk, Accounts Receivable/Collections Technician, Hospital Billing Technician, Patient Registrar, Secretary/Receptionist, LTC/Billing Technician/Cashier, Adult Day Care Assistant, Activities Assistants, Head Cook, Cook, Dietary Aides, Housekeepers, Laundry Workers, Environmental Tech I, Restorative Aide and Maintenance.

ARTICLE II **UNION SECURITY AND DUES DEDUCTION**

Section 1

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

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

actual dues along with any set amount for local assessments, in an electronic Excel format or via U.S. mail.

Section 2

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

Section 3

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

Section 4

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

Section 5

No employee of the Cook Hospital shall, on the grounds of Union participation or membership in any protected classification under federal, state, or local law, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity.

ARTICLE III

INTENT AND PURPOSE

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

ARTICLE IV

RIGHTS OF MANAGEMENT

AFSCME recognizes and agrees that the Cook Hospital govern all aspects of operating the

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

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

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

ARTICLE V **HOURS OF WORK**

Section 1

The normal hours of work are eight (8) and one half (8½) hours per day and eighty (80) hours in a fourteen (14) day period. All hours worked in excess of eight (8) hours per day or eighty (80) hours in a fourteen (14) day period shall be compensated for at the overtime rate of time and one-half (1½), provided, however, all hours worked in excess of twelve (12) consecutive hours shall be compensated at premium of two times (2x) the employee's regular rate of pay. With the approval of the department supervisor, employees may agree to an alternative work schedule, such as ten (10) or twelve (12) hour shifts. Under such a schedule, all hours worked in excess of the scheduled hours per day or forty (40) hours in a workweek shall be compensated at the overtime rate of time and one-half (1½). Such a schedule may be discontinued by the Employer upon thirty (30) days' notice. Employees are required to have advance supervisory approval before working overtime hours.

Section 2

The unpaid duty free lunch period for all employees shall be one-half (1/2) hour. There shall be no split shifts except in an emergency, nor split days off except in cases of necessity, provided,

however that the Union agrees that any other exceptions in this respect may be made on the basis of individual negotiations between the Employer and the Union.

Section 3

All employees shall receive two (2) fifteen (15) minute rest periods in each eight (8) hour shift at times designated by his/her immediate supervisor.

Section 4

When an employee reports for work in accordance with schedule, without having been previously notified not to report, he/she shall receive a minimum of four (4) hours work or four (4) hours pay in lieu thereof, unless a reasonable attempt has been made by the Employer to notify the employee at his/her place of residence at least two (2) hours in advance of his/her regular starting time. If the Hospital should make an error by having a senior employee not report for work while a junior employee is scheduled to work, no claim for pay shall be made by the senior employee for such shift provided the Hospital offers to make up the shift lost within a period of thirty (30) days.

Section 5

Work schedules covering a two week pay period beginning on Sunday shall be posted five (5) days in advance of the work period to be covered by such schedule. Employees requesting days off must put in their request at least seven (7) days in advance of the posting of the schedule except in the case of an emergency, i.e. bereavement leave, etc. The scheduling of preferential shifts shall be done by seniority except in the case of specifically posted positions. Any change of schedule requires the mutual agreement of the department manager or scheduler and the employee, except in the event a change of schedule is needed to meet patient/resident care needs.

Section 6

All shifts beginning between 6:00 a.m. and 8:00 a.m., inclusive, shall be considered day shifts. All shifts beginning between 2:00 p.m. and 7:00 p.m., inclusive, shall be considered afternoon shifts. All shifts beginning between 10:00 p.m. and 12:30 a.m., inclusive, shall be considered night shifts.

A shift differential of seventy-five cents (\$.75) per hour for the afternoon shift and one dollar and twenty five cents (\$1.25) per hour for the night shift shall be paid for all work performed on those shifts (for all employees).

An employee who begins work at a time not specified above shall be paid the appropriate shift differential for all hours worked by him/her between 4:00 p.m. and 8:00 a.m.

Shift differential shall be included in Paid Time Off (PTO), observed Holiday pay and extended illness bank (EIB) pay for all employees who are routinely scheduled for shifts that include shift differential 75% or more during the previous quarter.

No present employee shall be required to rotate shifts if he/she is presently assigned on a specific shift except in cases of emergency and except that when the circumstances which prompted the initial assignment to a specific shift change, then such employee shall be subject to the rotation of shifts.

Section 7

The general pattern of scheduling will be that full-time and part-time employees will have alternate weekends off. The weekend shall be defined as starting at 0600 hrs. Saturday and ending Monday at 0700 hrs. If an employee works on a scheduled weekend off, the employee shall be paid at time and one-half ($1\frac{1}{2} \times$) rates for each shift worked on such weekend. Student employees and those employees who by agreement with the Employer desire to work on Saturdays and Sundays shall be excluded from this provision. In addition, employees shall receive premium pay of one dollar and ten cents (\$1.10) per hour for all hours worked during weekend shifts.

Section 8

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

Section 9

An employee called to work and coming in to work on a day that the employee had taken PTO shall receive a minimum of two (2) hours pay at time and one-half the employee's rate of pay. Such shall be in addition to compensation paid the employee in accordance with other provisions of this Agreement.

Section 10 Quick Change

Employees required to return to a scheduled shift with less than ten (10) hours between shifts shall be entitled to fifteen dollars (\$15.00) premium pay in addition to their regular rate of pay and receive overtime compensation in accordance with the above language. This does not apply to voluntary shift changes or changes made at the employee's request.

Section 11 Forcing

There shall be a log kept with each date that employees were forced, the log shall be updated weekly and a copy shall be given each week to the Union. The forcing count starts over January 1 of each year. If an employee accepts and works a shift that they were called in for, that employee shall not be forced for the following shift.

No employee shall be forced to work for more than 4 hours. No employee who has volunteered to work for 4 hours or more over their regular 8 hour shift shall be forced for the final four (4) hours for the next shift. Employees may volunteer for the entire shift.

It shall not be the practice of the facility to use non-bargaining unit personnel when unable to fully staff to appropriate guidelines under this clause. However, in the event that it is necessary due to patient care concerns, it shall not be considered a violation of this collective bargaining agreement.

ARTICLE VI

DEFINITION OF FULL AND PART-TIME EMPLOYEES

Section 1

FULL-TIME: All regular employees who are routinely scheduled for an average of sixty four (64) hours or more per pay period shall be classified as full-time employees and shall be given all full time benefits.

Section 2

PART-TIME: All regular employees who are routinely scheduled for an average of forty (40) hours or more but less than sixty four (64) hours per pay period shall be classified as part-time employees and shall be given all part-time benefits.

However, a part-time employee, who averages sixty-four (64) hours or more per pay period for a period of six (6) months, shall be granted full-time benefits. Should the average hours worked drop below sixty-four (64) hours per pay period over a six (6) month period, the employee shall revert to his/her previous level of benefits. Provided however, in the event sufficient hours remain available so as to enable routine scheduling of a full-time position for a period of twelve (12) consecutive months, Management will review and determine if a full-time position should be posted in accordance with the posting procedures of this Agreement. Part-time employees shall be allowed to work the extra shifts up to sixty-four (64) hours per pay period before casual employees are utilized.

Section 3

CASUAL EMPLOYEES

All employees who work less than an average of forty (40) hours per pay period and/or who are employed temporarily for vacation or holiday relief. Upon completion of probation, if a casual employee averaged forty (40) hours per pay period or more for six (6) months (two calendar quarters), he/she shall be granted part-time benefits while maintaining his/her casual classification. Should the average hours worked drop below forty (40) hours per pay period over a six month period, the employee shall revert to his/her previous level of benefits. (Provided however, in the event sufficient hours remain available so as to enable routine scheduling of a part-time position for a period of twelve (12) consecutive months, Management will review and determine if a part-time position should be posted in accordance with the posting procedures of this Agreement.)

A casual employee is a member of the bargaining unit and will be scheduled on an as needed basis. Casual employees may be scheduled up to two (2) weekends per month. In order for an

employee to maintain their casual status at Cook Hospital they must be scheduled or agree to work a minimum of 4 shifts per calendar quarter, at least two of the 4 shifts must be a weekend as defined in the contract. In the event that staffing levels do not allow such scheduling or giving the casual the opportunity to pick up shift as required, this minimum requirement shall be waived for the calendar quarter in which it was not possible for the casual employee to work the required hours.

A similar waiver may be granted to full time students, upon approval from Administration.

If a casual employee holds more than one casual position within the facility, the casual employee must first fulfill the shifts in his/her "home department" (the department that first hired the employee). The next department to take precedence will be the next hired position, and so forth.

Section 4

PROBATIONARY EMPLOYEES

The probationary period shall be five hundred and twenty hours (520). In the event an employee is less than full-time, the probationary period shall be no more than six (6) months.

1. The employment of a probationary employee may be terminated at any time for any reason at the sole discretion of the Employer. Such probationary employee will not have recourse through the contract grievance procedure.
2. Prior to completion of the initial probationary period the Employer will complete a probationary evaluation for the purpose of determining continued employment.
3. The Employer, in its sole discretion, may extend the probationary period by thirty (30) days. The Employer will notify the employee in writing of such extension prior to the end of the initial probationary period. The employee may notify his/her union representative of such extension.
4. Hours worked during the probationary period shall be credited to the employee, for the purpose of computing all benefits and entitlements based on hours of service.
5. A probationary employee will accrue but will not be eligible to utilize PTO/EIB pay during the probationary period. Employees will be eligible to utilize Paid Time Off (PTO) benefits upon successful completion of the probationary period. Employees will be eligible to utilize Extended Illness Bank (EIB) benefits upon completion of six (6) months consecutive employment.
6. Upon successful completion of ninety (90) days of continuous employment, the employee is eligible for the group health insurance benefit in accordance with his/her full-time or part-time status.

Section 5

ORIENTATION

The Employer and the Union agree that a planned systematic method of orientation to familiarize a newly employed or permanently transferred employee will enhance the quality of patient care. Additional orientation may be individualized based upon the employee's needs

assessment, experience and unit specific competencies and position requirements. To that end, the following shall apply:

1. Length of the orientation shall be determined by the Employer based on the employee's experience, specific competencies and other factors which the Employer in its sole discretion deems necessary and appropriate to the proper and timely orientation of the employee.
2. Whenever possible, orientation will be conducted by employees with no less than one (1) year of employment experience in the same position as that to which the new employee is being oriented.

ARTICLE VII

HOLIDAY PROVISIONS

Section 1

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

New Year's Day
Memorial Day
Fourth of July

Labor Day
Thanksgiving Day
Christmas Day

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

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

The Christmas holiday shall commence with the start of the afternoon shift on the day before the holiday and conclude at the end of the afternoon shift on the day of the holiday. The New Year's holiday shall commence with the start of the afternoon shift on the day before the holiday and conclude at the end of the afternoon shift on the day of the holiday. A total of four (4) shifts are eligible for time and one half their regular straight time for Christmas and New Years only. Only one benefit will be paid for each contractual holiday.

The Employer will schedule minimum staffing of office employees for the day shift on Christmas Eve day. Employees may utilize Paid Time Off (PTO) in order to receive pay for time not scheduled. (Senior employee will have seniority preference to opt for the time off). Employees shall not be forced to take PTO or unpaid time on Christmas Eve.

The Employer and the Union agree that it is the intent of the Holiday schedule to ensure that Holiday work is shared equally between the Employees, either by mutual agreement (self

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

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

Casual employees required to work during an observed holiday (above) will be compensated at time and one half.

Paid Leave cannot be taken concurrent with Holiday pay.

Hospital Administration is responsible for overseeing holiday scheduling and approving any employee self scheduling arrangements.

Section 2

Employees who are required to work on any of the above holidays shall be compensated at time and one-half rates plus holiday pay. Any hours worked within the Christmas hours (including four (4) shifts) and New Year's hours (including four (4) shifts) will be paid at time and one-half (1½).

Section 3

When a paid holiday falls during an employee's PTO period, holiday pay will replace the PTO pay for that particular day. If the regular schedule is Monday through Friday, and a holiday falls on Saturday, it shall be observed on Friday. If a holiday falls on Sunday, it shall be observed on Monday. For the employees who are scheduled to work the holiday, they shall be paid the holiday pay for the day/shift worked. Only one benefit will be paid for each contractual holiday.

Section 4

The Hospital will make every effort to schedule holidays in an equitable fashion for full time and part time nursing assistants in the Nursing Home:

Holidays are divided into two groups of two (2) major and two (2) minor holidays. Employees will be rotated from group to group each year and will be paired; one major holiday with one minor holiday. Employees will be rotated from Group A to Group B each year.

Group A:

Major

Christmas Day
Thanksgiving

Minor

Labor Day
News Year's Eve

Group B:

Major

Christmas Eve
New Year's Day

Minor

Memorial Day
Independence Day

This pattern of holidays will be scheduled as such, regardless of weekends or PTO. Management will find an employee's replacement for a holiday during a granted leave of absence.

Employees are responsible for finding their own replacement for the holiday; however, Management has the right to deny the work schedule replacement, if such replacement would result in overtime.

ARTICLE VIII
PAID TIME OFF (PTO)

Section I

I. PURPOSE

The team at the Cook Hospital is part of a "work family" that shares core values that guide their actions: integrity, excellence, goal orientation, valuing people and quality patient care. The Cook Hospital values their employees and provides a total benefits package that includes pay and benefits that take into consideration the employee's professional needs as well as the personal needs of you and your family.

II. POLICY

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

PTO ACCRUAL

SERVICE	HOURS INCLUDED	TOTAL HOURS PER YEAR	ACCRUAL RATE	MAXIMUM ACCRUAL
2,080 hours	40 hour Vacation 16 hrs. Floating Holiday 24 hours Sick Time	80 Hours Per Year	3.08 Hours Per Pay Period Based on Hours Worked	100 Hours
2,081 hours – 10,399 hours	80 hrs. Vacation 32 hrs. Floating Holiday 40 hrs. Sick Time	152 Hours Per Year	5.85 Hours Per Pay Period Based on Hours Worked	190 Hours
10,400 hours – 14,559 hours	120 hrs. Vacation 32 hrs. Floating Holiday 40 hrs. Sick Time	192 Hours Per Year	7.39 Hours Per Pay Period Based on Hours Worked	240 Hours
14,560 hours – 31,199 hours	160 hrs. Vacation 32 hrs. Floating Holiday 40 hrs. Sick Time	232 Hours Per Year	8.92 Hours Per Pay Period Based on Hours Worked	290 Hours
31,200 hours - 51,999 hours	200 hrs. Vacation 32 hrs. Floating Holiday 40 hrs. Sick Time	272 Hours Per Year	10.46 Hours Per Pay Period Based on Hours Worked	340 Hours
52,000 hours+	240 hrs. Vacation 32 hrs. Floating Holiday 40 hrs. Sick Time	312 Hours Per Year	12.00 Hours Per Pay Period Based on Hours Worked	390 Hours

Maximum Accrual

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

Accrual

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

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

PROCEDURE:

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

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

Any requests for time-off should be requested, in advance, to the employee's reporting Manager. Employees may not take their PTO in blocks of time that exceed two (2)

weeks. The third week may be granted at the discretion of the Hospital Administrator or designee.

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

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

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

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

LOW CENSUS HOURS:

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

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

CASH-OUT OPTION:

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

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

EXTENDED ILLNESS BANK:

The PTO benefit covers brief absences due to employee's illness or injury, or for purposes covered under Minn. Stat. § 181.9413 the Minnesota Sick or Injured Relative

Leave statute. PTO may also be used in the event you need to care for a family member's illness which qualifies for FMLA.

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

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

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

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

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

For the duration of the COVID-19 national public health emergency declaration, there is no three (3) day waiting period if the absence is related to COVID-19 testing, quarantine, or illness.

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

The maximum accrual for the Extended Illness Bank is 520 hours. An employee's accrual for Extended Illness Bank will stop when a balance of 520 hours is reached. Employees must have six (6) months consecutive employment and have successfully completed the 520 hour probationary period to be eligible for Extended Illness Bank (EIB) benefits.

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

TERMINATION OF EMPLOYMENT OR CHANGE OF STATUS:

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

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

CHARITABLE PTO:

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

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

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

Section 2

In determining Paid Time Off (PTO) schedules, the wishes of the employee shall be respected as to the time of taking PTO insofar as the needs of the service will permit, it being understood that the rights of the senior employee will prevail in the selection of Paid Time Off (PTO) when agreement cannot be reached among the employees. To exercise seniority preference, the employee shall have his/her request for PTO submitted no later than March first (March, 01) of each calendar year for PTO requests during April of the current calendar year through March of the following year. PTO requests will be honored on a first come, first served basis when submitted after March first (March, 01). Department Managers will, when possible, approve PTO requests within fourteen (14) days following the date of the request.

An employee's Paid Time Off (PTO) pay shall be determined at the rate at which the employee is entitled based upon their job description and years of service according to the wage grid.

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

Management has the right to deny Paid Time Off (PTO) (current or previously approved) requests under extenuating circumstances. Approved Paid Time Off (PTO) shall not be rescinded if the employee has proof of pre-paid expenditures, except in cases of emergency (an unplanned/catastrophic/unexpected situation or crisis that requires prompt action).

Employees may be required to work additional and/or varied schedules in order to allow for accommodation of Paid Time Off (PTO) requests.

Section 3

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

ARTICLE IX LEAVE OF ABSENCE

Section 1

Workers Compensation

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

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

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

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

Section 2

BEREAVEMENT

Up to five (5) days absence without loss of pay shall be allowed an employee in the event of the death of the employee's spouse, child, stepchildren or grandchildren. Up to three (3) days absence without loss of pay shall be allowed an employee in the event of the death of the employee's mother, father, sister, brother, spouse's parents, grandparents, step-parents, step-sister, step-brother, aunt or uncle. Up to one (1) day's absence without loss of pay shall be allowed an employee in the event of the death of the employee's brother-in-law, sister-in-law, niece, nephew or spouse's grandparents. Employees may be granted time off without pay or use accrued PTO to attend the funeral of others.

Paid bereavement leave days must be normally scheduled work days including the actual day of the funeral or memorial service.

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

Section 3

JURY DUTY

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

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

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

Section 4

MEDICAL LEAVE OF ABSENCE

After an employee has exhausted all statutory leaves and has used all accrued Paid Time Off (PTO) and Extended Illness Bank (EIB) benefits, the Employer may grant a medical leave of absence in appropriate circumstances. The Employer may deny any request for medical leave when the demands for patient care do not allow for such leaves. A medical leave shall not be granted for a period over six (6) months in duration, and for less than one day. The Hospital may permanently fill the employee's position after ninety (90) days of leave. Upon returning from leave, an employee will be given the first opportunity to return to a position for which he/she is qualified and will be given the first opportunity to return to her/his former position if the position remains open.

Employee requests for medical leave, whether or not arising out of work-related disability, shall be accompanied by documentation from a physician verifying the illness, disease or disability for which medical leave is requested, and confirming the duration of the leave recommended by the physician. The employee shall not return to his/her position until documentation from the physician is received, allowing the employee to accept work assignments within his/her job classification. Except as required by applicable law, the Employer shall be under no obligation to make or create any form of light duty work. The foregoing shall be effective for any medical leave of absence that begins after the ratification of the 2019-2021 labor contract.

Section 5

OTHER LEAVES

PERSONAL LEAVE OF ABSENCE

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

DISABILITY LEAVE

A disability leave of absence (excluding workers compensation leaves) shall be granted to any full-time employee having one or more years seniority at such time as she/he has exhausted all of his/her PTO/EIB benefits, and in the event his/her illness or disability continues after such time, provided, however, that in no event will such disability leave be of a longer duration than one (1) year from the date the employee became ill or otherwise disabled. During such disability leave, the employee shall continue to accumulate seniority, but only for purposes of layoff, rehiring and the filling of vacancies. During such disability leave and as a condition of its continuance, the employee, when requested by the Employer, shall furnish the employer with a physician's certificate at intervals of three months or more as may be requested by the Employer certifying as to the employee's inability to return to work because of such illness or disability during the entire interval covered by such certificate. A part-time employee having one or more years seniority shall be granted a disability leave of absence on the same basis except that his/her disability leave shall in no event be of a longer duration than six (6) months from the date he/she became ill or otherwise disabled.

STATUTORY LEAVES

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

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

EDUCATIONAL LEAVE

Employees, with the approval of the administrator or his/her designee, may be granted time off to attend workshops, seminars, and conventions that are educational in nature up to a maximum of three (3) days per year with pay. In the event that more than one employee wishes to attend the educational session on the same day, approval for attendance shall be governed by patient care and staffing concerns and subject to approval of the administrator or his/her designee.

Section 6

EFFECT OF BENEFITS DURING A LEAVE OF ABSENCE

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

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

The Basic Life Insurance paid by the Employer will continue for a maximum of 90 days while the employee is on leave. For time periods after 90 days, employees continuing the life insurance under COBRA will be required to pay for the entire amount of the Basic Life premium. Optional Life, Spouse Life and Child Life insurance must be paid to the employer for every payday that is missed within the first 90 days of leave and periodically thereafter, in accordance with the policy.

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

Section 7

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

Section 8

When a leave is requested under the provision of the FMLA and not covered elsewhere in this Agreement, the Employer reserves the right under the FMLA to require an employee to utilize PTO (Paid Time Off)/EIB or personal leave as part of the leave.

ARTICLE X **INSURANCES**

Section 1

The hospital shall provide a portion of health benefits for all full-time and part-time employees of this bargaining unit (who have successfully completed 90 days continuous employment) under the current health plans available.

The employer shall pay eighty percent (80%) of the single premium of the high benefit health insurance component (current high option) per month towards whichever single plan the employee chooses. The employer will pay fifty percent (50%) of the high benefit (current high option) per month towards whichever family plan option the employee chooses. The remainder will be the responsibility of the employee as a payroll deduction. This will be done with pretax dollars (See Section "125" provisions or see Human Resources for details.) Employees will have the option to enroll in a basic dental plan, or a "buy-up" dental plan. Employees will be eligible for the dental plan following successful completion of 90 days of continuous employment.

The Employer and the Union recognize that changes in health insurance carriers, plan or benefit designs must be made timely to the beginning of the renewal year in order to assure an effective and efficient transition if a change is made. The employer will notify the union of any changes in the insurance and will be provided insurance information pertinent to that decision. No change in said insurance programs shall diminish overall benefits for employees.

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

Section 2

LIFE INSURANCE

The Employer shall provide and pay for a \$20,000 term life insurance policy for all eligible Bargaining Unit employees, excluding casual employees. Coverage will be discontinued upon separation or termination of employment. Employees will be eligible for the group life insurance following 90 days of continuous employment (or under the terms and conditions of the life insurance provider).

Section 3

LONG TERM DISABILITY

The Employer shall provide and pay monthly premiums for the facility's long term disability insurance plan providing the employee elects to enroll in such plan. Eligible Full-time and Part-time employees, upon completion of 90 days continuous employment, shall be eligible for coverage under the current disability insurance plan. Eligibility and enrollment will comply with the terms and conditions of the Long Term Disability provider.

ARTICLE XI **SENIORITY**

Section 1

Seniority standing shall be granted to all employees. The standing is to be determined on the basis of total hours paid by the Hospital.

Section 2

All new employees shall be placed on the seniority list after the successful completion of 520 hour probationary period, provided these hours have been worked in a consecutive 12-month period.

Section 3

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

- a. Voluntary resignation from employment, including retirement.
- b. Discharge for just cause.
- c. Failing within two (2) calendar weeks to report for work after layoff upon mailing of notice of recall by registered or certified mail. The Hospital shall send such notice to the employee's last known address.
- d. Employment by any other employer during a leave of absence, other than during a layoff.
- e. Layoff which continues for more than twelve (12) months.
- f. Failure to apply for re-employment within the statutory limitation after other than dishonorable discharge from military service.
- g. Failure to return on the scheduled date of return from an approved leave of absence, unless at least 48 hours prior to the return date the Hospital is notified of employee's inability to return to work as scheduled for a legitimate reason acceptable to the Hospital in its sole discretion.

Section 4

LAY OFF

When a layoff or reduction of work is necessary, such layoff or reduction shall be accomplished as follows:

- A. First, casual employees shall be laid off.
- B. If further reduction is necessary, full-time and part-time employees shall be laid off according to seniority.
- C. An employee who is laid off may exert his/her seniority preference over a junior employee in any classification of work or any department, provided he/she has the necessary qualifications to perform the duties of the job involved. The Employer will make the final determination as to whether or not the employee has the necessary qualifications. In the event the Union does not concur in the determination, the Union shall have the right of appeal through the normal grievance procedures.
- D. The Union and the Cook Facility recognize that there may be times when a shortage of anticipated patients or relatively low need for care by patients present will require a temporary staffing reduction. Recognizing the role of the bargaining unit employees in rendering patient care, the parties agree that the need for staffing decisions based on low census will be determined by the number and needs of patients. When the decrease is anticipated to be temporary, the Facility shall affect appropriate reduction in staff as set forth in this section.

If staffing must be adjusted:

- 1. The Facility will offer full and part-time employees by seniority the opportunity to voluntarily request a low census day. Voluntary request for low census days that are honored will be noted for benefit purposes, but shall not be counted as one of the involuntary low census days to be described below.
- 2. If no employee volunteers and additional reductions in staff are needed, the least senior regularly scheduled employee for the department and shift where the reduction is necessary will be assigned an involuntary low census day. If further reductions are necessary, the next least senior employee will be affected and so on. The total involuntary low census days will not exceed fifty-six (56) hours per year. The bargaining unit and the Cook Facility agree to explore alternative solutions in the event the limitation on the total number of involuntary low census days results in the need to invoke a layoff.

When services of employees in a department or area have been reduced under this provision, and they are available to work, no casual, unscheduled or any non-bargaining unit personnel, other than working managers, shall be used to perform such services.

The Cook Facility will make every attempt to assist employees who have had their hours reduced under this provision to provide an opportunity to make up hours lost, provided the employees request to make up the lost hours and is currently qualified, available and willing

to work. Employees who are placed or agree will be eligible to use Paid Time Off (PTO) to make up lost hours within their current status.

For employees who have had their hours reduced under this provision, health benefits will continue to be maintained based upon full or part-time status at the time of reduction for a period of up to two (2) months.

In the event an employee is on layoff status for a period of twelve (12) months, the employee shall be terminated from employment due to the length of inactive service.

Section 5

Employees shall be rehired by seniority in the inverse order of layoffs, if the employee has been on layoff status for a period of less than 18 months.

Section 6

Employees transferring positions shall be given credit for all seniority hours earned, except as follows.

An employee who transfers from one department to another shall have frozen seniority rights in the department which he/she has left and shall accumulate seniority in the new department only for the amount of time worked in that department. Departmental seniority shall be used to determine employee eligibility for PTO (Paid Time Off) preference only.

Section 7

The Employer will, by the 15th day of the month following the end of each calendar quarter, prepare a seniority list of employees covered by this agreement and post the same on a union bulletin board in the facility. If the Union should disagree with the listing as posted by the Employer, it shall be subject to the grievance procedure as to any such inaccuracies claimed by the Union.

Section 8

Except for Worker's Compensation leave, FMLA and parental leaves, an employee granted a leave of absence shall not accumulate any additional seniority during the period covered by such leave of absence.

Section 9

ATTENDANCE

If the employee fails to report for work as scheduled and fails to call in, such failure to report to work shall be conclusively presumed to be a resignation from the service of the Hospital and termination of such employee's seniority and employment, provided, however, that if such

employee thereafter promptly furnishes the Hospital with reasonable proof that such employee could not report for work and could not notify the Hospital of his/her absence because of serious illness or unforeseen emergency or other justifiable reason acceptable to the Hospital, then such employee shall be reinstated without any break in the service record.

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

If an employee is unable to report to work, the following sequence of notification should be followed:

1. Notify the department manager, assistant manager or other administrative staff as may be appropriate.
2. If department manager or assistant manager is not available, notify the charge nurse on duty.

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

An employee who is absent from two (2) or more weekend shifts during a thirty (30) day period may be scheduled for the same number of weekend shifts during the following thirty (30) days. However, this provision shall not apply to an absence if an employee provides appropriate documentation from a health care provider excusing the absence.

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

ARTICLE XII

VACANT POSITIONS

Notice of all bargaining unit vacancies and newly created positions occurring in the position covered by the bargaining agreement shall be posted on employee bulletin boards, and the employees shall be given seven (7) days time in which to make application to fill the vacancy or new position. The senior employee making application shall be transferred to fill the vacancy or new position, provided he/she has the necessary qualifications to perform the duties of the job involved. The most current seniority hours up to the end of the last pay period prior to the posting will be used. The Hospital Administrator or appropriate department head shall make

the determination as to whether or not an applicant possesses the necessary qualifications. In the event the Union does not concur in the determination, the applicant shall have the right of appeal through the normal grievance procedure.

Temporary vacancies known in advance to be in excess of thirty (30) work days and those that exceed ninety (90) work days may be posted and filled in accordance with the above provision. Upon completion of the temporary position the employee shall return to his/her former position.

An employee who accepts a position shall be scheduled to work in the new position no later than four (4) weeks after the posting is awarded.

A transferred employee shall, however, for the first 240 hours that he/she is employed in the new department or classification/position be considered in a trial period in such department or classification/position. During such trial period, at the employee's own request, such employee shall be restored with full pay in such employee's former full time or part time position in the original department and full time or part time classification. The employer has the right to return the employee to his/her former classification if such employee is not meeting job duties or performance standards. If the employee does not concur with the employer's decision, the employee has the right to grieve the employer's decision through the normal grievance procedure.

An employee accepting a job posting will not normally be eligible to apply for another posted position for a period of twelve (12) months from the date of transfer. However, the Department Manager may, at his/her discretion, override this limitation with regards to staffing needs. Consideration will be given for part-time employees applying for a full-time position.

ARTICLE XIII

TERMINATION OF EMPLOYMENT

Section 1

Employees electing to resign or quit their employment are required to give the Employer two (2) weeks written notice. Employees in the positions of Cook, Culinary Chef, Bookkeeper, Payroll Clerk, Hospital Billing Technician, LTC Billing Technician, A/R Receivable Technician and Registrar are required to give four (4) weeks written notice, due to the extensive amount of transition time required to train replacement employees. The Employer may, in its sole discretion, excuse the employee from reporting to work for some or all of the notice period. The Hospital is to furnish printed forms for such resignation.

Section 2

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

Upon termination of employment for any cause, employees shall be paid for any accumulated (and unutilized) Paid Time Off (PTO) subject to the maximum accruals.

ARTICLE XIV

DISCIPLINE, DISMISSALS, DEMOTIONS AND TRANSFERS

Discipline, discharges, demotions or transfers to a lower classification shall be made only for just cause. Employees who are proposed to be terminated are entitled to a pre-termination notice and an opportunity to respond as set forth in Cleveland Board of Education v. Loudermill. The Employer agrees to grant an employee his/her due process rights.

A fact finding meeting shall be conducted at which an accused employee shall have the right to examine Employer evidence presented against him/her.

The following criteria will be followed in the event that an employee's job performance is unsatisfactory. Complaints from co-workers, patients, residents and visitors regarding an employee's job performance will be reviewed, evaluated and correction action, if warranted, initiated.

All complaints against an employee shall be in writing and the accused employee must be provided a copy of complaints regarding him/her at such time as corrective action is undertaken.

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

The Union president and the employee shall be given notice in writing of disciplinary action.

Progressive discipline will be applied as follows:

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

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

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

All of the above steps will be documented and kept in the personnel file. However, after one (1) year from the date of the discipline, the Employer shall not consider a verbal reprimand given for the same reason for purposes of progressive discipline. After two (2) years from the date of the discipline, the Employer shall not consider a written reprimand given for the same reason for purposes of progressive discipline.

The Union Staff Representative, Union Steward and/or the Union President shall be allowed to accompany the disciplined employee in the discussion of disciplinary matters, including the discussion or adjustment of grievances.

ARTICLE XV **GRIEVANCE PROCEDURE**

The Employer will attempt to adjust all grievances in the following manner: A grievance shall be defined as any controversy arising over interpretation of or adherence to the terms and provisions of the Agreement by either party. A grievance shall be in writing and signed by the employee or group. A grievance response shall also be in writing.

The authorized representative(s) of the Union shall have the right to accompany the Grievant(s) at all times in the discussion or adjustment of grievances. The union may file grievances on behalf of individual employees or a group of employees.

The Employer shall grant a necessary and reasonable amount of time off during work hours, with pay, for the grievant and Local Union President (or designee) to participate in the investigation, discussion and adjustment of grievances.

The time limits in the grievance procedure shall be mandatory. Any time limit in this Article may be extended only by mutual written agreement. An oral agreement to extend a time limit promptly followed by a confirmatory letter, fax, or email from one party to the other shall suffice.

In computing any period of time under this grievance procedure, the date from which the designated period of time begins to run shall not be included. The last day of the period shall be counted, unless it is a Saturday, a Sunday, or a legal holiday, in which event the period runs until the end of the next day which is not a Saturday, a Sunday, or a legal holiday.

A grievance shall be considered resolved on the basis of the last answer of the Employer if not timely advanced to the next step by the Union.

Step 1

First, an effort shall be made to adjust the grievance between the Employee(s), the Union's designated representatives, and the employee's immediate supervisor and Human Resources. No grievance will be considered unless it is filed within twenty-one (21) calendar days after the occurrence that gave rise to the grievance, or within twenty-one (21) calendar days of when the employee or Union had knowledge of the occurrence, whichever event occurs first.

Step 2

In the event no settlement is reached in Step 1, the Union may appeal to the Administrator or designee within fifteen (15) calendar days of the Step 1 meeting. The Administrator or his/her designee shall discuss the matter and attempt to settle it with the Grievant(s) and the Union. If there is a resolution to the grievance it shall be placed into writing and signed by the parties. If there is no resolution to the grievance the Administrator shall provide a written answer to the Local Union President (or designee) within fifteen (15) calendar days after the conclusion of the Step 2 meeting.

Step 3

If the grievance is not resolved in Step 2 either party may petition the State Bureau of Mediation Services for Grievance Mediation. The petition for mediation must be filed within fifteen (15) calendar days following receipt of the Administrator's Step 2 written response to the Union.

Step 4

If the grievance is not resolved at Step 2 or Step 3 the matter may be referred to Grievance Arbitration. A demand for Grievance Arbitration shall be in writing and submitted to the other party within fifteen (15) calendar days following receipt of the Administrator's Step 2 written response to the Union, or in the event of Grievance Mediation, no later than fifteen (15) calendar days after the conclusion of Grievance Mediation.

The Arbitrator shall be selected from a list of seven (7) neutral Arbitrators requested from the State Bureau of Mediation Services. The parties shall select the Arbitrator by alternately striking names from the panel and the remaining name will be the Arbitrator selected to decide the case. If the parties are unable to determine who strikes the first name, the question will be decided by the flip of a coin.

The Arbitrator shall have jurisdiction only over grievances which may arise between the parties concerning the application or interpretation of this Agreement. The arbitrator shall have no power to add to, subtract from, or modify in any way any of the provisions of this Agreement.

Each party shall bear the expenses of preparing and presenting its own case. The fees and expenses of the Arbitrator shall be divided equally between the Employer and the Union.

The decision or award of the arbitrator shall be final and binding upon the Employer, the Union, the grievant (and all other employees, if applicable). There shall be no recourse to any other method of settlement, unless a party fails to accept and comply with the arbitration award, in which case the award may be enforced by further action of the party in whose favor such award has been given.

ARTICLE XVI

BULLETIN BOARD

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

ARTICLE XVII

TIME OFF FOR UNION ACTIVITIES

The Employer agrees to grant the necessary time off without pay and without discrimination to any employee designated by the Union to attend a labor convention or serve in any official Union capacity contingent upon staffing needs, provided however, such approval shall not be unreasonably withheld. Such employee shall not lose his/her seniority rights or any other rights granted by the Employer to any employee. Except in extraordinary circumstances, the employee shall notify the Employer of the need for time off before the applicable work schedule is final. If the employee does not provide appropriate notice, the Employer may deny the request.

ARTICLE XVIII

GENERAL PROVISIONS

Uniforms

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

Vehicle Expense

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

The above provisions shall apply to employees working maintenance, business office and/or adult day care.

The employee is required to provide evidence of liability insurance coverage.

Mandatory In-service Meetings

An employee required to attend mandatory in-service shall be compensated at his/her applicable rate of pay.

Labor Management Committee

The Hospital and the Union Agree that there are mutual interests which need to be addressed in order to improve organization effectiveness, enhance job satisfaction and improve job security. The Hospital and the Union agree to maintain the Labor Management Committee.

Health Insurance Committee

The Employer and the Union agree to maintain a Health Insurance Committee, which shall include representatives of the Employer, the Union, and the Support, Technical, and LPN bargaining units, and which shall meet as appropriate.

Environmental Tech I

The Environmental Tech I position is intended to increase the flexibility of working both in housekeeping and laundry for all employees.

Cross Training

The Employer may cross train employees. Cross training is intended to support PTO and call in coverage needs, reassign employees during low census, and maintain employee FTE status. Cross training is not intended to eliminate the development of new positions. Employees shall be compensated at their current rate of pay or at the rate of pay for the classification of the cross trained position, based upon their total seniority hours, whichever rate of pay is higher.

ARTICLE XIX **WAGE ADMINISTRATION**

Payday will be every other Friday. Payroll is paid to employees via Direct Deposit. Pay information will be made available to employees by 10:00 a.m. on payday.

All new full-time and part-time employees shall start at the minimum salary for his/her classification as listed below and shall be granted the appropriate increment, as indicated below, until the maximum is reached. Employees shall be credited with past service in placement on the salary schedule.

The rate of pay for all employees in the bargaining unit shall be in strict accordance with the schedule, below. Should the Employer desire to pay an employee at a different rate than that provided in the contract, the Employer and the employee shall stipulate in writing that he/she agree to said different rate, and this agreement must first be approved by the Union before it can become effective. Notwithstanding the foregoing, when the Employer declares a critical staffing need, the Employer may offer shift pick up, sign on, recruitment, or retention bonuses,

or similar incentives. Before doing so, the Employer shall provide the Union with advance written notice and, at the Union's request, shall meet and negotiate with the Union within one (1) week. Any change proposed must be ratified by the Union membership prior to implementation.

The Employer shall upgrade classification pay for those employees who are required, and/or have completed the Nursing Assistant certification to the Nursing Home NA classification. The classifications are as follows: Adult Day Services Assistant, PT Nursing Assistant, Hospital NA, and Activities Assistant. Employees must complete and receive said certificate before the additional compensation is received.

Temporary Assignment/Transfer Pay

Any employee temporarily assigned to a higher classification shall be compensated at the rate of pay for that classification based upon the employee's total seniority hours. The salary of an employee who is transferred from one position to another position may not be changed if such position is in the same pay grade.

If an employee in the Maintenance Department is transferred to a higher paid classification, he shall receive the higher paid classification rate of pay.

The salary of an employee who is promoted to a higher classification shall be increased to the minimum rate for that classification; but, in the event said minimum rate is less than or the same as the rate the employee is receiving before promotion, the employee so promoted shall be paid the salary step next above that which he/she is receiving, and the employee will qualify for additional step increases in the new position according to length of service in the new class.

Call Pay

Employees who are required to stand call shall be compensated, per hour, at the rate of \$5.00 per hour from January 1, 2022, \$5.50 per hour from January 1, 2023, and \$6.00 per hour from January 1, 2024. If the Employer notifies an employee that he/she is no longer on call, eight (8) hours prior to the call shift, call pay will not be paid. An employee receiving "on call" pay shall cease receiving "on call" pay once they have clocked in and will be paid for actual time worked on call outs. An employee who is called out for work during his/her regular scheduled call time and/or days off shall receive a minimum of two (2) hours pay at a premium of time and one-half (1 1/2) the employee's regular rate of pay and any shift differential under Article V, Section 6.

If an employee is called back to work and finishes their work less than one (1) hour prior to the start of their regular shift, the employee shall be entitled to the minimum of two (2) hours pay at a premium of time and one-half (1 1/2) the employee's regular rate of pay or premium for actual time worked responding to the call back prior to their regular start time. In this circumstance, the employee may begin their regular work day once the call back is completed and, with their supervisor's approval, may end their work day when their scheduled work hours (eight (8), ten (10), etc.) have been completed.

Experience Pay

Employees shall be credited with past service in placement on the salary schedule by providing Human Resources or their Department Manager proof of hours worked. Past service credit will only apply to positions previously worked in the same/similar capacity. A newly hired employee with experience shall be given half credit on the wage scale for years of experience. 2080 hours equals one year. A minimum of two (2) years and a maximum of ten (10) years experience will be credited. However, an employee may be given one for one credit by the Administrator where there are critical hiring needs. Whether there are critical hiring needs depends upon factors including, but not limited to, the needs of the department, the number of vacancies in the department, the number of applicants for the position, the duration of the vacancy, and patient needs. The Administrator shall notify the Union in writing when one for one credit is given; such notice shall include a summary of the circumstances.

Head Cook

The Employer agrees to pay the certification cost for the Head Cook. The Head Cook shall be compensated an additional two dollars (\$2.00) per hour while filling in for the Dietary Supervisor in his/her absence.

CNA – Lead Worker/Mentor

A Certified Nursing Assistant who is assigned as a Lead Work / Mentor shall assist with the coordination and completion of work assignments, along with mentoring new staff, and shall be compensated an additional \$1.00 per hour.

HUC – Outreach Clinic

A Health Unit Coordinator who is assigned to the outreach clinic shall be compensated an additional \$1.00 per hour.

Floor Stripping

A Housekeeper and/or Environmental Tech who is assigned to floor finishing (stripping/waxing), shall be compensated an additional \$1.00 per hour.

WAGE SCHEDULE

See Appendix A attached.

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

ARTICLE XX **RETENTION OF BENEFITS**

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

ARTICLE XXI
SUCCESSOR CLAUSE

This Agreement shall be binding upon the successors and assignees of the parties hereto, under this contract, and no provisions, terms or obligations herein contained shall be affected, modified, altered, or changed in any respect whatsoever by the consolidation, merger, annexation, transfer or assignment of either party hereto or affecting, modified, altered or changed in any respect whatsoever by any change of any kind in the ownership or management of either party hereto or by a change geographically or place of business of either party hereto.

ARTICLE XXII
BINDING ARBITRATION

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

ARTICLE XXIII
DURATION OF AGREEMENT

Except as otherwise specifically provided herein, this Agreement shall continue in full force and effect from January 1, 2022 until December 31, 2024 and from year to year thereafter until a new Agreement is reached. Either party hereto shall give written notice thirty (30) days prior to the annual expiration date of a desire to terminate or amend said Agreement.

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

WITNESSETH AS TO FIRST PARTY:
COOK HOSPITAL, COOK MINNESOTA

By:  Administrator
Date: 5/23/22

Attest: _____ Secretary

WITNESSETH AS TO SECOND PARTY:
**LOCAL NO 3459, MINNESOTA COUNCIL 65 — AMERICAN FEDERATION OF
STATE, COUNTY & MUNICIPAL EMPLOYEES**

By:  Representative
Date: 5/11/22

By:  Member Representative
Date: 5-22-22 or 5-19-22

APPENDIX A

Support Staff - Appendix A

[illegible]

Support Staff - Appendix A

Head Cook	Start	1	2	3	4	5	6	7	8	9	10	12	15	20	25
	14.58	15.34	15.75	16.15	16.62	17.05	17.24	17.43	17.63	17.84	18.06	18.75	19.43	20.03	20.74
	Jan-2022	\$ 1.00													
	Jan-2023	2.50%													
	Jan-2024	2.50%													
Culinary Chef	Start	1	2	3	4	5	6	7	8	9	10	12	15	20	25
	17.97	18.73	19.13	19.53	20.01	20.44	20.62	20.82	21.01	21.23	21.44	22.13	22.81	23.41	24.12
	Jan-2022	\$ 1.00													
	Jan-2023	2.50%													
	Jan-2024	2.50%													
PT Rehab Sec Prior to 04-03-22 Sec/Recept Registrar	Start	1	2	3	4	5	6	7	8	9	10	12	15	20	25
	15.45	16.21	16.62	17.01	17.47	17.91	18.11	18.29	18.49	18.68	18.90	19.61	20.29	20.90	21.61
	Jan-2022	\$ 1.00													
	Jan-2023	2.50%													
	Jan-2024	2.50%													
Med Res Sec PT Rehab Sec Effective 04-03-22	Start	1	2	3	4	5	6	7	8	9	10	12	15	20	25
	16.17	17.01	17.41	18.10	18.27	18.68	18.90	19.12	19.31	19.51	19.73	20.44	21.10	21.77	22.53
	Jan-2022	\$ 1.00													
	Jan-2023	2.50%													
	Jan-2024	2.50%													
H Bill Tech LTC Bill Tech AR Collect Tech Registrar Coder	Start	1	2	3	4	5	6	7	8	9	10	12	15	20	25
	17.10	18.06	18.42	19.15	19.37	19.84	20.07	20.28	20.51	20.72	20.95	21.69	22.34	23.01	23.83
	Jan-2022	\$ 1.00													
	Jan-2023	2.50%													
	Jan-2024	2.50%													
Bookkeeper Payroll Clerk	Start	1	2	3	4	5	6	7	8	9	10	12	15	20	25
	21.36	22.19	22.56	22.99	23.40	23.90	24.08	24.29	24.47	24.66	24.84	25.55	26.20	26.83	27.79
	Jan-2022	\$ 1.00													
	Jan-2023	2.50%													
	Jan-2024	2.50%													
Maintenance	Start	1	2	3	4	5	6	7	8	9	10	12	15	20	25
	20.31	20.90	21.38	21.78	22.20	22.61	22.84	23.03	23.24	23.43	23.64	24.34	25.00	25.61	26.50
	Jan-2022	\$ 1.00													
	Jan-2023	2.50%													
	Jan-2024	2.50%													