

**COLLECTIVE BARGAINING AGREEMENT**

**BETWEEN**

**THE DULUTH CLINIC, LTD.  
ST. MARY'S MEDICAL CENTER  
ST. MARY'S HOSPITAL OF SUPERIOR  
MILLER-DWAN MEDICAL CENTER**

**and**

**UNITED STEEL, PAPER and FORESTRY, RUBBER, MANUFACTURING, ENERGY, ALLIED  
INDUSTRIAL and SERVICE WORKERS INTERNATIONAL UNION AFL-CIO-CLC**

**ON BEHALF OF**

**LOCAL UNION 9460**

**July 1, 2021 through June 30, 2024**

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## PREAMBLE

This Agreement is made and entered into on the 1<sup>st</sup> day of July, 2021, by and between The Duluth Clinic, Ltd., St. Mary's Medical Center, St. Mary's Hospital of Superior, and SMDC Medical Center (collectively, "Employer" or "SMDC") and the United Steel, Paper and Forestry, Rubber, Manufacturing, Energy, Allied Industrial and Service Workers International Union AFL-CIO-CLC ("Union" or "USW").

## ARTICLE 1 RECOGNITION AND SCOPE OF AGREEMENT

1.1 The Employer recognizes the Union as the bargaining representative for employees working in the following job classifications:

All full-time and regular part-time and casual status Duluth Clinic employees employed by the Employer at its Clinics in the Duluth-Superior metropolitan area (including service and maintenance employees, LPNs, business office clerical and other clerical employees, and Pre-Admission Benefit Verification Representatives); Duluth Clinic-Main (3<sup>rd</sup> St. Building, 2<sup>nd</sup> St. Building, 5<sup>th</sup> Ave. Building and Peerless Building), Duluth Clinic-Lakeside, Duluth Clinic-Hermantown, Duluth Clinic-West, Duluth Clinic Superior-East and Duluth Clinic Superior-South; all full-time and regular part-time and casual employees of St. Mary's Medical Center, SMDC Medical Center (previously known as Miller Dwan Medical Center) and St. Mary's Hospital of Superior in the job classifications covered by the Certifications of Representative in NLRB Cases 18-RC-16771, 18-RC-16777 and 18-RC-1678; excluding all other Duluth Clinic employees, Clerical Support staff who work in support of Clinical Operations Directors, RNs and other professional employees, all other employees at St. Mary's Medical Center, SMDC Medical Center (previously known as Miller Dwan Medical Center), and St. Mary's Hospital of Superior, Information Technology Service employees (except for answering service operators working at the Main Clinic), skilled maintenance employees, confidential employees, technical employees, guards and supervisors as defined in the Act. This agreement shall cover employees in these positions and shall not be affected by changes in position titling. (See Appendix "D")

1.2 This Agreement shall be limited in its scope and application to only those employees of the Employer in those classifications and status described in 1.1 above, as constituting the appropriate unit for purposes of collective bargaining.

1.3 The parties have developed a listing of employees employed by the Employer in the above listed positions who are in the bargaining unit, for reference purposes.

1.4 This Agreement incorporates the entire understanding of the parties and supersedes any existing agreements.

## ARTICLE 2 DEFINITIONS

2.1 Work Week and Work Day - The work week for computation of regular and overtime hours and other wage related items consists of a seven (7) day period commencing with the day shift on Monday and concluding at the end of the night shift on the Sunday following. The workday is a twenty-four (24) hour period beginning with the day shift.

2.2 Full-Time Employee – A "full-time employee" is an employee regularly scheduled to work forty (40) hours during a work week. Occasional scheduling for less than forty (40) hours in a work week shall not deprive an employee of regular full-time status if the employee is otherwise entitled to such status.

2.3 Part-Time Employee – A “part-time employee” is an employee regularly scheduled to work less than forty (40) hours during a work week. Other provisions of this Agreement may require a different number of hours for eligibility, but such eligibility requirements do not alter this section’s definition of part-time employee.

2.4 Casual Employee - A “casual employee” is an employee who is not regularly scheduled for work and who works on an as needed basis. No casual employee shall be allowed to work so long as any regular full-time or part-time employee in the same department and job classification who is willing to work is laid off or working involuntarily reduced hours.

A "casual employee" is not assured the availability of work on a regular continuing basis, and such employee is not obligated to report to duty each time she/he is requested to work. However, to maintain a "casual" status, employees shall be available to work one (1) shift each scheduling period, including at least one (1) weekend shift every two (2) scheduling periods, if applicable. Inservices shall not count toward fulfilling these requirements.

2.5 Temporary Employee - A “temporary employee” is an employee outside the scope of this labor agreement. This employee is hired to substitute for a specific absent employee when the absent employee’s position cannot be filled under the Temporary Vacancy Language or an employee is hired to work on a project of limited duration. A temporary position shall have a definite ending date but shall not exceed 180 days. If a temporary position needs to extend beyond 180 days, the Employer will make reasonable efforts to notify the Union in writing indicating the reason for the extension. Temporary employees’ service may be terminated at the end of the designated hiring period without just cause, and they shall not have access to the grievance and arbitration provisions of Article 13.

The Employer will make a list of temporary employees, including position title, agency name, start date, estimated end date, reason for hire, and agency hourly bill rate, available to the Union upon request not more than three (3) times per year.

2.6 VTO - Voluntary Time Off (VTO) is defined as non-paid time off initiated by either the Employee or the Employer and approved by the Employer. VTO hours accrue benefits but do not count toward the computation of overtime.

2.7 MTO - Mandatory time off is defined as non-paid time off assigned to an Employee by the Employer. MTO hours do accrue benefits but do not count toward the computation of overtime.

2.8 Volunteer - It is recognized that the Employer has great need for volunteer workers. These volunteers provide a valuable contribution to the welfare of the patients and to the operation of the Employer and in no way interfere or conflict with the rights of the employees. The Employer shall continue to have the right to avail itself of all services of this nature. Neither the Union nor its members shall interfere in any way with the activities or duties of any such volunteers. If any disagreement should develop, it shall be a matter of discussion between the Employer and the Union designated representatives in an effort to resolve the issue, and is subject to the grievance procedure. The Employer will not utilize volunteers in any manner that will displace bargaining unit employees nor create a situation that the need for additional staff will be eliminated.

### ARTICLE 3 MANAGEMENT RIGHTS

3.1 Except as specifically limited by the express written provisions of this Agreement, the Management of the Employer and the direction of the working forces shall be vested solely and exclusively in the Employer. This provision shall include, but is not limited to, the right: to maintain and improve efficiency; to appropriately determine the quality and quantity of work performed; to hire, promote, demote, classify, transfer, layoff, and suspend employees, and to discipline or discharge for just cause any employee pursuant to the Employer policies; to determine the number of employees to be employed; to assign and delegate work; to enter into contracts for the furnishing and purchasing of

supplies and services provided the unit doesn't suffer loss of FTEs as a result; to make, enforce and alter, from time to time, reasonable rules, policies, and regulations and to require employees to observe these Employer rules, regulations and policies; to schedule work and to determine the number of hours to be worked; to determine the methods and equipment to be utilized and the type of services to be provided; to determine the nature and kind of business conducted by the Employer; to determine the kinds and locations of facilities, equipment and materials to be used; to determine the control of materials and parts; to determine the methods and techniques of work; to determine the content of jobs; to determine the schedules of work; to determine the extension, limitations, curtailment or cessation of operations or any part thereof; to contract or subcontract work pursuant to Article 31 of this Agreement; to change, modify, or discontinue existing methods of service and equipment to be used or provided; to discontinue jobs because of valid management and business reasons; to decide employee qualifications consistent with federal and state standards; to determine the content of any job and the duties assigned thereto, with permanent changes to job descriptions to be made with two (2) weeks' advance notice to the Unit President, except in the case of emergencies or other unforeseeable circumstances; to evaluate the performance of all employees; and to manage and administer the Employer's operation.

#### ARTICLE 4 NO STRIKES, NO LOCKOUTS

4.1 There shall be no strikes or lockouts of any kind, including sympathy strikes, whatsoever during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute.

4.2 No employee shall engage in any concerted refusal to work, slowdown, or work stoppage.

4.3 The failure or refusal on the part of any employee to comply with the provisions of this section may result in immediate discipline up to and including discharge. If any employee is disciplined or discharged for allegedly engaging in a strike in violation of this section, he/she may proceed through the grievance procedure contained in this Agreement.

#### ARTICLE 5 PRODUCTIVITY

5.1 Employees are expected to honor the principle of "A fair day's work for a fair day's pay". The continued success and operation of this facility is dependent upon delivery of excellent services to our patients.

5.2 Employees are expected to be present for all scheduled shifts.

5.3 All employees are required to begin work promptly at their designated starting time, and upon completion of meal times and rest periods.

#### ARTICLE 6 PROBATIONARY PERIOD

6.1 Upon commencement of employment all employees shall serve a probationary period of 520 hours worked. The Employer may extend this probationary period for an additional 175 hours worked upon mutual written agreement between the Employer and the Union. It is understood that this written agreement will include the reasons justifying the extension of the probationary period. Employees shall have no seniority rights during the probationary period nor shall employees have the right to bid on another position during the probationary period. Upon completion of the probationary period, the employee will be credited with seniority from his or her starting date. Probationary employees may be discharged at the sole discretion of the Employer and without right of appeal.

## ARTICLE 7 SAVING CLAUSE

7.1 In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions so invalidated, and all remaining portions of this Agreement not invalidated shall remain in full force and effect. In the event any provision or provisions are declared to be in conflict with a law, both parties shall meet promptly for the purpose renegotiating the provision so invalidated.

## ARTICLE 8 NON-DISCRIMINATION

8.1 Both parties to this Agreement recognize that Duluth Clinic is an EEO/AA Employer and agree not to discriminate against or harass any employee because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, status with regard to public assistance, activities in a local commission dealing with discrimination issues, disabled veterans, veterans of the Vietnam era, or any other protected category as defined by statute.

8.2 Further, there shall be no discrimination based on membership or participation in the affairs of the Union.

## ARTICLE 9 TECHNOLOGICAL CHANGE

9.1 In the event technological changes are introduced, the Employer agrees to discuss changes with the Union before such changes are made if a permanent reduction in hours or a lay off will result from such changes.

9.2 Further, if as a result of such changes new positions are created, preference in filling such positions shall be given to members of the bargaining unit. The Employer shall first offer such positions to employees who will experience a loss of position as a result of such technological change ("Affected Employees"), prior to posting according to Article 27, Vacancies. Affected Employees shall be provided reasonable opportunity for training in order to qualify for the new or changed job resulting from technological changes.

## ARTICLE 10 UNION SECURITY AND DUES DEDUCTION

10.1 All bargaining unit employees, except as noted below, as a condition of employment, shall become full members in good standing of the Union. Members in good standing are designated as those members who pay their full monthly dues and are entitled to the full participation in all Union activities. All bargaining unit employees, except as noted below, shall join the Union within thirty (30) days of the ratification of this Agreement, or if a new employee, no later than thirty (30) days after hire.

10.2 Pursuant to Wisconsin Statutes Section 111.04, bargaining unit employees who are employed at sites located in the State of Wisconsin shall not be required, as a condition of obtaining or continuing employment, to become or remain a member of the Union or to pay dues, fees, assessments, or anything of value to the Union. In the event an employee employed at a site in Wisconsin changes during the life of this agreement to a site located in Minnesota, Section 10.1 above shall apply to that employee such that the employee shall join the union within 30 days after the change in work site if not already a member.

10.3 The Employer agrees to deduct Union membership dues and initiation fees from the earnings of any employee who has executed, and not provided proper written notice of revocation of, an official check-off authorization card. The Employer shall, upon enrollment by an employee, deduct dues and

remit them to the Union on a monthly basis to an address designated by the Union. Dues will be sent together with a record of the amounts and the names of the employees from whom the deductions have been made along with the status of other bargaining unit employees who did not receive wages. Such deductions shall be made and terminated in accordance with the terms of said authorization card.

10.4 The Union shall furnish to the Employer a roster containing the names and telephone numbers of local and regional union representatives. The Employer shall provide the dues authorization form to employees electronically as part of the Employer's onboarding process. The Employer shall request that employees who are employed at sites located in the State of Minnesota fill out the check-off authorization cards and submit them electronically. After informing employees who are employed at sites located in the State of Wisconsin that they may voluntarily choose, but are not required, to become a member of the Union, the Employer shall request that those employees electing to become members of the Union fill out check-off authorization cards and submit them electronically. Deductions on the basis of the electronic authorization submitted to the Employer shall commence with respect to dues for the month in which the employer receives such authorization card.

In the event an employee needs to provide the authorization via paper dues authorization card, the Employer and the Union will continue to accept such authorization. Employees who have already signed a paper authorization card shall not be required to sign an electronic authorization.

The Employer agrees to provide employees with electronic access to their collective bargaining agreement once they have signed a dues authorization card.

10.5 The Union shall indemnify the Employer and hold it harmless from any and all its claims, demands, and liabilities that shall arise out of or by reason of any action taken by the Employer for the purpose of complying with the foregoing provisions of this Section, or in reliance on any lists, notice or authorization that shall have been furnished the Employer under any of such provisions.

10.6 The Employer agrees to furnish to the Union a list of the names and addresses of all employees employed by the Employer who are covered by this Agreement, within thirty (30) days of the effective date of this Agreement. Thereafter, the Employer agrees to furnish the Union a monthly list of new hires, terminations, and employees on leaves of absence.

10.7 The Union shall furnish to the Employer a complete list of grievance committee members and the name of the unit chairperson, which shall be amended from time to time as, may be necessary. An updated list shall be provided whenever the membership of the committee or the identity of the unit chairperson changes.

10.8 A representative of the Union, who is not an employee, may be permitted to enter the various buildings that comprise the Medical Campus. This shall apply during the regular business hours in order to conduct normal Union/Employer labor relations business. Such representative shall secure prior permission and arrange his/her visit by appointment with Employee and Labor Relations or a designated Employer representative. Attempts will be made by the Union Representative to ensure that these visits shall create minimal disruption of the Employer's business.

10.9 After the conclusion of the scheduled General Orientation day for new hires, a representative of the USW will be allowed to meet with each new bargaining unit member. Such meeting time shall be unpaid.

## ARTICLE 11 WORK HOURS AND OVERTIME

11.1 The normal work period for Duluth Clinic and laboratory positions shall be forty (40) hours during a period of one week, Monday through Sunday. This definition shall not be construed as a



guarantee of any particular schedule, number of hours, or as a limitation on the Employer's right to require overtime. Time and one-half will be paid for any hours worked in excess of forty (40) per week. Holiday and PTO hours will be counted in the computation of overtime.

The basic work period for hospital positions shall be eighty (80) hours to be worked during a period of two (2) weeks (fourteen (14) consecutive days), during the defined pay period. The regular work day will be eight (8) hours. If an employee is required to work in excess of eight (8) hours in one day or in excess of eighty (80) hours in the pay period, she/he shall be paid at one and one-half (1-1/2) times her/his regular rate of pay for all time worked in excess of eighty (80) hours in the pay period or eight (8) hours in one day. Payment for those hours is not to be duplicated. Paid holiday, personal holiday and vacation hours will be counted in the computation of overtime.

It is understood that overtime payments represent an economic burden to the organization. As such the Employer will ask employees to voluntarily work with the Employer in constructive processes to avoid this expense whenever practical.

11.2 Overtime payments shall not be duplicated for the same hours worked and to the extent that hours are compensated for at overtime rates under one provision they shall not be counted as hours worked in determining overtime under the same or any other provision. The same shall apply to premium pay so that premium pay shall not be permitted or duplicated for the same hours worked.

11.3 The general practice of scheduling work, with exceptions for bona fide emergencies, will be as follows:

- (a) The Employer shall not reduce or change hours from the posted schedule solely for the purpose of avoiding the payment of overtime unless by mutual agreement.
- (b) The Employer agrees to allow the switching of shifts if two employees within the same department wish to do so, providing that they obtain supervisory approval, with the earliest practicable notice, provided further that it does not result in the payment of overtime and both employees are qualified to perform the duties of the other.
- (c) Employees shall be allowed a fifteen (15) minute rest period for each four hour period of work. Employees working shifts of six (6) hours or more shall be entitled to two (2) fifteen (15) minute rest breaks during the shift. Employees working shifts of six (6) hours or more shall be entitled to an unpaid lunch break of one-half (1/2) or one hour depending on the department. An employee working a six (6) hour shift may elect to forego the unpaid lunch break and be regularly scheduled for six (6) hours only if his/her supervisor agrees to such an arrangement. Management agrees to exercise its best efforts to ensure that employees get their breaks. An employee may be permitted to combine the two (2) paid rest breaks, or to combine the paid rest breaks with the unpaid lunch break, with approval from his/her supervisor, provided there is a routine business need to do so.
- (d) Work schedules will be posted 14 days in advance of the date they go into effect. Once the schedule is posted, no changes shall be made to the schedule unless by mutual agreement.
- (e) There shall be no split shifts scheduled, unless by mutual agreement between the affected employee and the Employer.
- (f) Employees will be scheduled at their authorized FTE. Exceptions to this practice are noted in the clause covering Low Need. (Article 25).

- (g) For positions formerly in the Medical Support Services (SMUMS) unit, reasonable effort will be made to accommodate requests for specific schedules if they are submitted in writing at least two (2) weeks prior to the posting of such schedules.

11.4 If any employee reports for work on his/her regular shift and is sent home for lack of work, or if an employee is asked to report, and is then sent home, the employee shall receive a minimum of four (4) hours of pay.

11.5 An employee who suffers an on-the-job injury requiring immediate treatment by a physician will be paid for the hours he/she was scheduled to work that day if unable to return to work due to the injury, as verified by the treating physician.

11.6 By agreement of the Union, employee, and Employer, flexible schedules for work in excess of eight (8) hours per day may be used with overtime to be based on a forty (40) hour week. An employee working a flexible schedule in which the majority of their hours are worked during the defined day shift will not be eligible for overlapping shift differential pay per Article 44. Either the employee or Employer may rescind such a flexible schedule upon thirty (30) days written notice to the other party.

11.7 An employee's regular schedule shall reflect his/her authorized FTE. If an employee exceeds his/her authorized FTE for over a three-month period, the FTE may be adjusted. The Employer will consider, but not be limited to, the following factors:

- a. Whether the employee was filling in for a posted vacant position.
- b. Whether the employee was filling a temporary position as defined under Article 28, including any consecutive leaves of absence.

An employee shall have the right to challenge through the grievance procedure any perceived discrepancy between his/her regular schedules and his/her FTE.

11.8 All employees will be allowed twelve (12) hours off between shifts, unless the employee volunteers to work a shift with less than twelve (12) hours off or by mutual agreement.

11.9 Employees shall not be scheduled more than two (2) different shifts during the week unless an employee volunteers to work such shifts.

11.10 Mandatory department meetings, including those held during an employee's lunch break, shall be considered paid time.

11.11 Employees shall not be permitted to work more than sixteen (16) consecutive hours in a twenty four (24) hour period unless by mutual agreement.

## ARTICLE 12 OVERTIME DISTRIBUTION

12.1 Employees desiring overtime/extra shifts shall indicate such, using their department's system. Overtime/extra shifts within each department shall be offered to the employees who are qualified to immediately perform the work on the following basis:

- First, extra shifts shall be offered to employees, in order of seniority, who are available to work at straight time and have made themselves available on their department's system.
- Second, extra shifts shall be offered to the remainder of employees who are available to work at straight time.

- Third, overtime shall be offered to employees, in order of seniority, who have made themselves available on their department's system.
- Fourth, any additional overtime shall be offered to remaining employees, in order of seniority, available to work.
- If the overtime/extra shift cannot be filled in this manner, the Employer may fill the shift by assigning it to the most junior available employee on a rotation basis in reverse order of seniority.
- Employees shall not be permitted to work more than sixteen (16) consecutive hours in a twenty four (24) hour period unless by mutual agreement.

12.2 Health Unit Coordinator (HUC) Overtime/Extra Shift Scheduling: Effective December 4, 2018, HUCs desiring overtime/extra shifts shall indicate such, using their unit's and Nursing Department's system. Overtime/extra shifts within each unit shall be offered to the HUCs who are qualified to immediately perform the work on the following basis:

- First, extra shifts shall be offered to HUCs within their home unit, in order of seniority, who are available to work at straight time and have made themselves available on their unit's/department's system.
- Second, extra shifts shall be offered to HUCs within their unit's broader cluster, in order of seniority, to those available at straight time who have made themselves available on the affected unit's/department's system.
- Third, extra shifts shall be offered to the remainder of HUCs within their home unit, in order of seniority, who are available to work at straight time.
- Fourth, overtime shall be offered to HUCs within their home unit, in order of seniority, who have made themselves available on their unit's/department's system.
- Fifth, overtime shall be offered to HUCs within their unit's broader cluster, in order of seniority available at overtime who have made themselves available on the affected unit's/department's system.
- Sixth, overtime shall be offered to the remainder of HUCs within their home unit followed by their unit's broader cluster, in order of seniority.
- Seventh, if there aren't any HUCs in the cluster willing to pick up the shift, it will be offered to HUCs house-wide, in order of seniority, who have made themselves available on the affected unit's/department system. House-wide HUCs who are available at straight time will be offered the shift before those available at overtime.
- If the overtime/extra shift cannot be filled in this manner, the employer may fill the shift by assigning it to the most junior HUC available at straight time within their home unit on a rotation basis in reverse order of seniority. If there is no HUC available to work at straight time, the overtime/extra shift shall be assigned to a HUC within the home unit on a rotating basis in reverse order of seniority.

HUC Unit clusters will be determined by nursing leadership. Clusters will be reviewed on an annual basis, in a joint Labor Management Committee (LMC) meeting, or upon request of either party.

Both parties agree that during the window period of sixty (60) days following ratification nursing leadership shall meet with HUCs in each home unit to determine each individual HUC's need for additional training and orientation to work within her/his assigned unit cluster. Current unit clusters are as follows:

## HUC Unit Cluster

## DEPARTMENTS

ICUs	Intermediate Care Unit (IMC), Cardiac Intensive Care Unit (CICU), Surgical Intensive Care Unit (SICU), Medical Intensive Care Unit (MICU), and Neuro Trauma Intensive Care Unit (NTICU)
Women's and Children's	NICU, Pediatrics and Birthplace
Medical/Surgical	Cardiac, Medical, Neurology, Oncology, Orthopedics, and Surgical
EH Duluth (Miller)	Med/Surg, Burn Med/Surg, Adolescent Behavioral Health, Adult Behavioral Health, and Rehabilitation

Note: Outpatient Surgery, Cardiac Catheter Lab, Surgery/Operating Room, and Emergency Departments are excluded from the HUC cluster jurisdiction.

There shall be a sixty (60) day waiting period prior to implementation of changes to the HUC Unit clusters during which time nursing leadership shall meet with the affected home unit HUCs to determine the need for additional training.

12.3 Employees volunteering for overtime/extra shifts may be eligible for the Unscheduled Shift Bonus. Refer to Article 47, Unscheduled Shift Bonus. Employees assigned overtime/extra shifts in accordance with the second-to-last bullet under Article 12.1 and the last bullet under Article 12.2 above shall not receive the Unscheduled Shift Bonus.

## ARTICLE 13 GRIEVANCE AND ARBITRATION

### 13.1 Grievance Procedure

A grievance is hereby defined as any claim by the Union or the Employer, alleging a violation of a specific contract provision or adherence to the terms and provisions of this Agreement.

The steps in the grievance procedure are as follows:

#### Step 1.

The employee shall, within 10 days of the alleged occurrence giving rise to the grievance, informally discuss the grievance with the employee's immediate supervisor. The employee may choose to have a union steward present at this meeting. The Union Staff Representative shall also have the right to directly discuss the grievance with Labor/Employee Relations in an attempt to resolve the grievance.

#### Step 2.

If the grievance is not resolved under Step 1, it shall be reduced to writing specifically listing the article(s) of the Agreement that were allegedly violated, and presented to the Department Director/Site Director and the Labor/Employee Relations office within fifteen (15) calendar days from the date of occurrence. A grievance relating to pay shall be timely if received by the above named within fifteen calendar days after the pay day for the period during which the grievance occurred.

Within fifteen (15) calendar days following receipt of the grievance the above named persons and the Local grievance committee shall meet in an attempt to resolve the grievance. The Employer shall

respond to the grievance, in writing, within fifteen (15) calendar days of such meeting. A copy of the Employer's response shall be sent to the International Union Representative and Site Unit President. Step 3.

If the grievance is not resolved under Step 2, it shall be appealed by the International Representative to the Director of Labor/Employee Relations or designee within fifteen (15) calendar days from the date of receipt of the Employer's response to the Step 2 grievance meeting.

Within fifteen (15) calendar days following receipt of the grievance by the above named, the Director of Human Resources or designee and the International Representative of the USW shall meet in an attempt to resolve the grievance. The Employer shall respond to the grievance, in writing, within fifteen (15) calendar days of such meeting.

If the grievance is not resolved in Step 3, the grieving party may refer the matter to arbitration. A demand for arbitration shall be in writing, and must be received by the Director of Human Resources or designee within fifteen (15) calendar days of the receipt of the Labor/Employee Relations response to the Step 3 grievance meeting.

A representative of the Employer and the International Representative of the USW shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement on a neutral arbitrator is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the FMCS. The parties shall alternatively strike names from the list with the party proceeding first to be determined by coin toss. The last remaining name on the list shall be the neutral arbitrator.

#### 13.2 Authority of the Arbitrator

The Authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of the Agreement and the arbitrator shall have no authority to add to, subtract from, or modify in any way the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The award of the arbitrator shall be final and binding upon the Union, the Employer and individual employee filing the grievance.

#### 13.3 Arbitration Expense

The fees and expenses of the neutral arbitrator shall be borne equally by the Union and the Employer.

#### 13.4 Time Limits

The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently waived and the grievance shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement.

#### 13.5 FMCS Mediation

By mutual agreement the parties may petition the Federal Mediation and Conciliation Service for a non-binding mediation of the grievance. This may be done any time after the written Step 2 response up until the day of arbitration.

### 13.6 Expedited Arbitration

By mutual agreement of the parties, Expedited Arbitration can be employed to resolve a grievance. The agreement to proceed to expedited arbitration shall contain the following principles at a minimum:

1. Expedited Arbitration shall be optional and is not meant to replace the normal Arbitration clause of the agreement.
2. The award of an expedited arbitration shall be binding on the parties in accord with the regular arbitration clause; however, it shall not be considered precedent-setting and shall not constitute a basis for settlement of other grievances.
3. The Director of Labor/Employee Relations or designee and the International Representative of the USW shall develop a "short list" of readily available arbitrators, acceptable to both parties, all of which can be used. This list is to be reviewed biannually by the above. At least five (5) arbitrators shall be maintained as current on this list. The list will list the arbitrators alphabetically and use of the arbitrators shall be on a rotating basis from "A" through "Z".
4. The cost of this arbitration shall be borne equally by the Employer and the Union.
5. Time limits for pursuit of a grievance through the expedited process shall be mutually agreeable.

### ARTICLE 14 ABSENCE FOR UNION ACTIVITIES

14.1 The Unit President and the Grievant shall be allowed time off with pay to discuss a grievance with management in Step 2 and or Step 3 of the grievance procedure.

14.2 Employees shall be granted time off for Union activities up to a maximum of eighty (80) hours per contract year per individual employee and a maximum aggregate of three hundred forty (340) hours per contract year for the bargaining unit as a whole. Such time off shall be unpaid, but shall be treated as VTO.

Time off for contract negotiation sessions with the Employer shall not count toward the maximum hours stated above, but shall be subject to all other requirements of this section 14.2.

Requests for any such time off shall be submitted to the Employee/ Labor Relations Department at least five (5) business days prior to the posting of the affected schedule, and for hospital nursing departments, at least five (5) business days prior to posting of the advance schedule. Requests for time off for grievance meetings and contract negotiation sessions may be submitted on shorter notice if necessary. No time off for any Union activity shall be available to an employee if granting the time off would result in the Employer having to pay any person any unscheduled shift bonus, overtime or other premium pay. Additionally, the Employer may deny a request for such time off if it determines that a denial is necessary to meet operational needs. The Union may reschedule any Union activity if the Employer denies time off to an employee the Union deems essential to such activity.

14.3 Employees may be granted unpaid time off for Union activities in excess of the maximum aggregate amount stated in section 14.2 if operational needs permit, but such time off shall not be treated as hours worked for any purpose unless the affected employee chooses to use PTO or vacation for the absence.

ARTICLE 15  
DISCIPLINE AND TERMINATION OF EMPLOYMENT

15.1 Upon completion of the probationary period, employees shall be disciplined, suspended or discharged only for just cause. When an employee is to be disciplined, suspended or discharged the employee shall be talked to in private, with the local grievance committee person of his/her choice if available; if that person is not available, then another local grievance committee person may attend.

15.2 Any discipline including a verbal warning shall be documented in writing with copies furnished to the Site Unit President, Labor and Employee Relations, and the employee personnel file.

15.3 It is mutually understood and agreed that the concept of progressive discipline shall be recognized in implementing and administering disciplinary procedures. It is further understood that potentially serious violations of policy or work rules may dictate discipline outside the normal progression.

Verbal warnings shall not be used for progressive discipline purposes after approximately twelve (12) months following the date of the infraction that was the subject of the warning.

Written warnings shall not be used for progressive discipline purposes after approximately eighteen (18) months following the date of the infraction that was the subject of the warning.

15.4 The normal progression shall be as follows:

1. Verbal Warning - Shall be documented by date in the employee's personnel file with a notice sent to the Site Unit President and Labor and Employee Relations.
2. Written Warning - Shall be documented by date in the employee's personnel file with a notice sent to the Site Unit President and Labor and Employee Relations.
3. Unpaid Disciplinary Suspension(s) - Shall be documented by date in the employee's personnel file with a notice sent to the Site Unit President and Labor and Employee Relations.
4. Discharge - Shall be documented by date in the employee's personnel file with a notice sent to the Site Unit President and Labor and Employee Relations.

15.5 The following non-inclusive list of examples of employee misconduct is not subject to progressive discipline and may warrant more severe disciplinary action, including discharge:

1. Disclosing to unauthorized persons confidential or privileged information.
2. Mistreatment or neglect of patients, including rudeness and inattentiveness to patient's needs.
3. Dispensing or personal use of prescription drugs without the approval of a physician.
4. Consumption of illegal drugs or alcohol on SMDC premises.
5. Theft.
6. Fighting on SMDC premises.

15.6 By signing the Corrective Action Plan (CAP), the Employee is only acknowledging that he/she received a copy of this notice. The following shall be included on the Corrective Action Plan below the signature line: "My signature only acknowledges receipt of this Corrective Action Plan."

## ARTICLE 16 SENIORITY

16.1 Total Seniority is defined as the length of an employee's continuous employment with the Employer, measured from the most recent date of hire, including any predecessor employer.

16.2 An employee's total seniority shall accumulate continuously from the most recent date of hire until terminated by any of the reasons enumerated in Paragraph 16.4 below. When two or more people are hired on the same date, their seniority shall be determined by employee's date of birth, with the eldest prevailing.

16.3 Seniority shall be terminated:

- a. When an employee is discharged for just cause.
- b. When an employee resigns or quits.
- c. When an employee fails to report for work as scheduled after a leave of absence or a suspension.
- d. When an employee is laid off or has been off the job for a non-work related injury or illness for a period of more than one (1) year.
- e. When an employee fails to report for work from layoff or return from a non-work related injury or illness after being notified by the Employer that the employee should report for work.

16.4 Absence due to injury or disease for which workers' compensation is payable shall not terminate seniority provided the employee returns to work within five (5) days after being advised that he/she is medically able to return to work.

## ARTICLE 17 TIME OFF FOR MEDICAL APPOINTMENTS

17.1 Employees who sustain a work-related injury or illness and who are actively working and have to leave work to seek follow up medical treatment (as prescribed by an SMDC Physician as a medical necessity) for such injury or illness shall be paid for time lost from work as long as Workers' Compensation does not pay for the lost time. Employees shall first try to schedule any such appointments on their off time and attempt to schedule each successive visit on their off time.

17.2 Voluntary one on one counseling sessions shall be scheduled on an employee's regular time off or if this is not possible, an employee may use PTO or vacation, if applicable. Telephonic counseling covered under the EAP program of the SMDC health plan will not be covered under the paid time provisions of this paragraph.

## ARTICLE 18 ATTENDANCE POLICY

18.1 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 and the financial well being of the institution. The parties also recognize that excessive absenteeism imposes a hardship on the majority of the workforce. Therefore, the following program is incorporated into this agreement for the benefit of the great majority of employees and the institution in an effort to control excessive absenteeism.



18.2 Attendance records will be maintained on each employee by the appropriate supervisor and reviewed with the employee when excessive absenteeism becomes evident. The parties recognize that use of PTO to cover lost time for illness or injury is a benefit accorded those employees who are actually sick or injured such that they cannot perform their duties, provided they have complied with the notice requirements of Article 41.6. Those employees who used PTO without providing advance notice requirements of Article 41.6 impose a hardship on the majority of the work force and a financial burden on the Employer. Therefore, if it can be demonstrated that an employee used PTO time without providing notice as required by Article 41.6, the employee will be subject to discipline. Employees whose unexcused absences are excessive will also be subject to discipline.

18.3 Due to the hardship of unexcused absences, any employee who is absent without the benefit of PTO or sick hours may be subject to disciplinary action. Disciplinary action will be taken in accordance with Article 15.

## ARTICLE 19 LEAVE OF ABSENCE

19.1 The Essentia Health Policy (EH – A1011) on Family and Medical Leave (FMLA) dated 1/26/2012, or any successor policies provided such policies contain no changes detrimental to employee rights, shall govern leaves of absence under this collective bargaining agreement except for areas specifically addressed elsewhere in this collective bargaining agreement and those items listed below.

19.2 Effective November 30, 2015, employees will be required to use available paid time off (vacation, sick, PTO) for the duration of any approved full Family Medical Leave (FMLA) but may retain a balance of eighty (80) hours of paid time off.

Effective July 1, 2013, employees will be required to use available paid time off (vacation, sick, PTO) until exhausted for the duration of any approved intermittent Family Medical Leave (FMLA).

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

If the employee returns to work prior to or immediately following twelve (12) weeks of leave, in most cases, the employee will be returned to his/her former position. If it is not available, the employee will be returned to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. The employee will retain the employment benefits which accrued before the leave.

If the employee returns to work after more than twelve (12) weeks of leave, he/she will not be entitled to automatic reinstatement; instead, if the employee's position has been replaced, the employee may apply for any open positions for which he/she is qualified. The employee will remain on record as active for a period of six (6) months from the start of the leave.

19.4 Death in the Immediate Family. In the event of death in the immediate family (parent, sister, brother, son, daughter, husband or wife), an employee may be granted a leave of absence not to exceed thirty (30) days. This is a separate leave of absence from a paid funeral leave (see Article 21).

Paid leave for a death in the immediate family:

1. Vacation, Personal, and Sick: An employee will be required to use accrued vacation and/or personal holidays for this leave. Sick time cannot be used during this leave of absence.
2. Paid Time Off, Reserve, and Excess: An employee will be required to use accrued PTO for this leave. Reserve and Excess Banks cannot be used during this leave of absence.

\*\*Non-paid leave is only available when there is no vacation, personal holidays, or PTO available.

19.5 Educational and Advanced Study Leave. Essentia Health may grant a leave of absence for participation in educational and advanced study programs. Such leave will be for the period of study only and employees must have completed one (1) year of active employment to be eligible for this leave.

Paid time during this leave of absence:

1. Vacation, Personal, and Sick: An employee must use accrued vacation and personal holidays for this leave. Sick time cannot be used during this leave of absence.
2. Paid Time Off, Reserve, and Excess: An employee must use accrued PTO for this leave. Reserve and Excess Banks cannot be used during this leave of absence.

\*\*Non-paid leave is only available when there is no vacation, personal holidays, or PTO available.

19.6 School Conference and Activity Leave. An employee may take up to a total of sixteen (16) hours of leave during any twelve (12) month period to attend school conferences or classroom activities related to the employee's child, provided the conferences or classroom activities cannot be scheduled during non-work hours. Except as set forth below, such leave shall be without pay. The employee must provide reasonable prior notice of the leave and make a reasonable effort to schedule the leave so as not to disrupt unduly the operations of the department.

Paid time during this leave of absence:

1. Vacation, Personal, and Sick: An employee may use accrued vacation and/or personal holidays for this time. Sick time cannot be used for this type of leave of absence.
2. Paid Time Off, Reserve, and Excess: An employee may use accrued PTO for this leave. Reserve and Excess Banks cannot be used for this type of leave of absence.

19.7 Employees with at least twelve (12) months continuous service with the Employer, who are elected or appointed to a full-time office with the International Union or Local Union, will be granted a leave of absence for the purpose of accepting such position. Seniority shall accrue during such period of leave for a period of three (3) years. An employee shall give the Employer 30 days notice prior to taking a leave for a full-time position with the International Union or Local Union and 30 days notice prior to returning from such leave. An employee returning to work during or at the end of such leave shall be returned to the same job classification he/she had prior to going on such leave. If the job classification no longer exists, the employee shall be placed in an equivalent position. The employee will be required to meet current qualifications for any position that they may assume. These qualifications will include required licensure, certification, or registration. If these qualifications are different then when the employee went on leave, the employee shall be given reasonable time to acquire proper qualifications. For purposes of placement on the appropriate wage grid, an employee who returns from a leave granted under this Article 19.7 shall be credited with the number of hours the employee would have worked in his/her pre-leave position at his/her pre-leave FTE if the

employee had not taken the leave. No more than two bargaining unit employees at a time may be absent due to a leave under Article 19.7.

## ARTICLE 20 JURY DUTY

20.1 Employees who are required and who report for jury duty shall be paid by the Employer for each day partially or wholly spent in performing jury duty an amount equal to the difference between the employee's regular straight time hourly rate times the number of hours that he/she otherwise would have been scheduled to work and the compensation received for jury duty (excluding amounts received as reimbursement for expenses or as a travel allowance). Such hours paid for shall be counted as hours worked for purposes of computing overtime.

20.2 In order to be eligible to receive payment under this Article, an employee must notify his/her supervisor on his/her first workday after receipt of a notice to report for jury duty and must furnish satisfactory evidence that jury duty was performed and the amount of compensation received for such service on the days for which payment is claimed.

20.3 If an employee is notified to do so by his/her supervisor when he/she is excused from jury service either temporarily or permanently, on any scheduled workday, the employee shall promptly report to complete any remaining hours of his/her scheduled workday.

20.4 If an employee is summoned to testify by the SMDC organization, the employee will be paid at his/her rate of pay for hours spent at the hearing. Additionally mileage and time from the workplace to the hearing and back will be paid the employee as appropriate.

## ARTICLE 21 FUNERAL LEAVE

21.1 Upon request, an employee covered by this agreement shall be granted reasonable time off to make arrangements for and/or to attend the funeral, or memorial service, occasioned by the death in his/her immediate family. An employee will be compensated for time off up to a maximum of three (3) consecutive regularly-scheduled workdays or scheduled PTO days in an amount equal to his/her straight time hourly rate times the number of hours he/she would have been scheduled to work. Payment will be made for a day of absence only if such day is one of the three (3) days either commencing with the day of death or with the day of the funeral or memorial service, or the day that immediately follows the day of the funeral or memorial service. There may be situations for which non-consecutive funeral days are appropriate and may be granted, at the discretion of the Employer.

21.2 "Immediate family", used in this Article shall be defined as the employee's parents, step-parents, in-law parents, spouse's current step-parent, spouse, children (including step children), brothers, sisters (including step brothers and sisters), grandchildren, grandparents, grandparents-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law.

21.3 An employee may be granted time off without pay to attend the funeral or memorial service of other relatives, or the employee's significant other, but must charge to earned paid leave to the extent such entitlement already has been earned and is unused.

## ARTICLE 22 CONTINUING EDUCATION PROGRAM

22.1 Employees are responsible to obtain those CEUs required to maintain licensure and/or professional credentials.

22.2 The Employer may supply educational opportunities and/or resources to meet employees' continuing education requirements.

22.3 Reimbursement for required CEUs may be provided when an employee incurs a cost to obtain required CEUs, up to \$10.00 per CEU, to a maximum of \$70 per year. At the employee's option, the Employer will pay the cost of registration fees associated with a conference up to a maximum of \$70 per year. The Employer contribution may be used in any combination toward the cost of CEUs or registration fees for a conference, as described above, but the total shall not exceed \$70 per year.

## ARTICLE 23 TUITION REIMBURSEMENT

23.1 The Tuition Reimbursement/Advance Payment for Non-contract Employees, (Policy Number HR0020), as updated from time to time, shall apply to employees covered by this Collective Bargaining Agreement. A copy of the current policy in effect shall be made available to all employees.

23.2 It is agreed that Policy Number HR0020 will be followed during the term of this agreement until such time a new policy is adopted, provided the new policy does not diminish tuition reimbursement benefits.

### 23.3 Health Unit Coordinators Certification Pay; HUC and Coder Exam Reimbursement

- I. Certification Rate: An additional certification rate of twenty-five cents (0.25) per hour will be paid to Health Unit Coordinators who received certification by examination from a recognized national certification organization.

The health unit coordinator shall furnish proof of such certification, including proof of the duration of such certification or expiration date of such certification. When certification expires, the certification premium shall expire unless the health unit coordinator furnishes proof that the certification has been extended or renewed.

#### II. HUC Examination Reimbursement Guideline:

- A. Health Unit Coordinator examination reimbursement is available to any individual hired into a Health Unit Coordinator position who meets the following criteria:

1. Have three (3) months or less experience as a Health Unit Coordinator.
2. Satisfy one of the following:
  - a. Successfully completed a Health Unit Coordinator program within the last twelve (12) months.
  - OR-
  - b. Intent or Registered for HUC course within the first year of employment as a HUC Intern.

- B. Eligible employees receive examination reimbursement as follows:

1. Reimbursement after six (6) calendar months of continuous successful employment from date of hire as a Health Unit Coordinator for one-half ( $\frac{1}{2}$ ) of the exam cost (maximum of \$250). This reimbursement is issued only if the employee is meeting performance expectations as assessed by the assigned supervisor/manager, and requests reimbursement.
2. Reimbursement after twelve (12) calendar months of continuous successful employment from date of hire as a Health Unit

Coordinator for the balance of the exam cost (maximum of \$250). This reimbursement is issued only if the employee is meeting performance expectations as assessed by the assigned supervisor/manager, and requests reimbursement.

- C. Employees must submit to their supervisor/manager for each of the two reimbursements. Supervisor/manager will obtain receipts and documentation from employee verifying the employee paid the Health Unit Coordinator examination fee and successfully passed examination with a GPA of C or higher.
- D. Department representatives will be responsible to distribute the check to the eligible employees.
- E. Health Unit Coordinators who choose to obtain recertification by retaking the certification exam rather than through completion of required CEUs may be reimbursed for one-half ( $\frac{1}{2}$ ) of the exam cost upon successfully passing the recertification examination and may be reimbursed for the balance of the exam cost six (6) calendar months after successfully passing the recertification examination. Total reimbursement shall not exceed \$175. This reimbursement is issued only if the employee is meeting performance expectations as assessed by the assigned supervisor/manager, and requests reimbursement. Health Unit Coordinators who have received reimbursement for CEUs within three (3) calendar years preceding the date of the recertification examination shall not be eligible for this reimbursement.

III. Coder Certification Examination Reimbursement Guideline:

- A. Coder certification examination reimbursement is available once only to any individual hired or working as a coder who meets the following criteria:
  - 1. Did not have a qualifying coding certification before July 1, 2006;  
-AND-
  - 2. Takes and passes a coding certification exam appropriate to his/her coding position during the term of this Agreement.
- B. Qualifying certifications for coding positions within the bargaining unit are as follows:
  - 1. Ambulatory Coders: All Ambulatory Coders will be required to have a professional certification awarded by AHIMA or the AAPC.
  - 2. Hospital Coders: All Hospital Coders will be required to have a professional certification awarded by the AHIMA or the AAPC.
- C. Eligible employees receive examination reimbursement as follows:
  - 1. Reimbursement for one-half ( $\frac{1}{2}$ ) of the exam cost (maximum of \$350) following successful completion of the exam and receipt of certification. This reimbursement is issued only if the employee is meeting performance expectations as assessed by the assigned supervisor/manager, and requests reimbursement.
  - 2. Reimbursement after six (6) calendar months of continuous successful employment following the date of certification for the balance of the exam cost (maximum of \$350). This reimbursement

is issued only if the employee is meeting performance expectations as assessed by the assigned supervisor/manager, and requests reimbursement.

- D. Employees must submit to their supervisor/manager for each of the two reimbursements. Supervisor/manager will obtain receipts and documentation from employee verifying the employee paid the coder examination fee and successfully passed the examination.
- E. Department representatives will be responsible to distribute the check to the eligible employees.

#### ARTICLE 24 HEALTH PROGRAMS

24.1 The Duluth Clinic will adhere to applicable guidelines it requires at no cost to the employee.

#### ARTICLE 25 LOW NEED - LAYOFF - RECALL

25.1 Low Need. Where the need for reduced staffing occurs on a day-to-day basis, or is of a predictable nature, the Employer shall reduce by assigning the low need day off in the following manner:

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

25.2 Alternative Work Assignments. The Employer may, rather than reduce work hours or layoff, assign employees, excluding probationary employees, to work that they are qualified to perform in other departments in reverse order of seniority. The supervisor or designee of the receiving department will greet the assigned employee and review the assignment. The Employer shall keep the employee at their regular rate of pay, unless assigned to a higher paying job. The Employer may first seek volunteers before assigning alternative work to an employee.

It is understood that employees assigned to another site within the bargaining unit shall work the hours scheduled for their home department, unless they mutually agree to a schedule change.

The Employer may offer a temporary FTE reduction or a low need administrative leave of absence prior to effecting an hours reduction or layoff. Any employee who takes a low need administrative leave of absence shall be able to take such leave as VTO as in 25.1-d above.

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

25.4 Reduction of Hours and Layoff: The Employer will advise the Union as soon as possible, in advance of any reductions or layoffs, and upon request of the Union, the parties shall meet to discuss the implementation or effect of any actual or proposed reductions or layoffs. The Employer shall reduce hours or layoff starting with the least senior employee within the affected department by job classification using total seniority.

- a. If a vacancy exists within the affected job classification at the time of the layoff, with the same FTE status as the position being eliminated, the employee subject to layoff shall be placed in such vacant position. If more than one such vacant position exists, the employee subject to layoff may choose into which of these positions she/he will be placed. If the employee does not accept this placement, they will have voluntarily terminated.
- b. If a vacancy exists within the affected job classification at the time of the layoff with a different FTE status than the position being eliminated, the employee subject to layoff shall be offered such vacant position.
- c. If no vacant position within the affected job classification with the same FTE status exists at the time of the layoff, or a position with a different FTE status was not accepted by the affected employee, the employee subject to layoff may move to the position held by the least senior employee at equal FTE status within the affected job classification, with less seniority in the bargaining unit, than the affected employee. If there is no option to bump an employee with equal FTE status within the affected job classification, the affected employee may then bump the least senior employee within the affected job classification, whose FTE is closest to but less than his/her own. This process will continue until all FTE status levels less than the affected employee's FTE have been exhausted within the affected job classification.
- d. The least senior, lowest FTE status employee in the job classification affected may then bump the least senior employee at equal FTE status (as defined in section e) in the closest pay range equal to or less than the employee's current pay range, in another job classification for which they are qualified. The bumped employee shall

have the option to: 1) bump the least senior employee within the affected bumped job classification, whose FTE is closest to but less than his/her own or 2) bump the least senior employee at equal FTE status (as defined in section e) in the closest pay range equal to or less than the employee's current pay range, in another job classification for which they are qualified. This process will consist of three (3) bumps. The Employer shall determine whether an employee is qualified for a position based on such employee having appropriate licensure, meeting the minimum qualifications of the job description, having the current ability to perform the essential functions of the position, and having the ability to do so independently within a two-week period. The last employee impacted by the bumping process shall be laid off with recall rights.

- e. For layoff and bumping purposes, any employee whose FTE status is not in a full increment of .10, shall have his/her FTE rounded to the nearest .10 increment, if there is no option available at the employee's actual FTE. For example, an employee whose FTE status is .63 shall have the option to bump the least senior employee at .63 FTE. If that option doesn't exist, then the .63 FTE status employee shall have the option to bump the least senior employee at .60 FTE. An employee whose FTE status is .75 shall have the option to bump the least senior employee at .75 FTE. If that option doesn't exist, then the .75 FTE status employee shall have the option to bump the least senior employee at .80 FTE.
- f. Employees moving into a new position in their job classification through the layoff process will not be eligible to exercise the trial period described in Article 27 (Vacancies).

25.5 Recall of Laid off Employees. Employees laid off due to layoff are eligible for recall to the same job classification from which they were laid off until the earliest to occur of the following:

- a. Until one year following the date of the layoff.
- b. Until recalled or refusing a recall to the same job classification with equal or higher FTE status from which they were laid off.
- c. Until applying for, being offered and accepting a posted position of FTE status equal to or greater than that from which they were laid off.
- d. Until applying for, being offered and rejecting a posted position of FTE status equal to or greater than that from which they were laid off.

The Employer shall maintain a recall list of laid off, reclassified and involuntarily reduced employees eligible for recall and the job classification from which each such employee was laid off, reclassified and involuntarily reduced. Employees recalled from the recall list must be available to report for scheduled shifts no later than five (5) workdays following the Employer's notice of recall. Acceptance of a temporary or casual position will not cause removal of an employee from the recall list.

If the Employer determines that a vacancy exists in a job classification from which an employee on the recall list was laid off, the Employer shall fill such vacancy by recalling in order of total seniority from among employees on the recall list laid off from that job classification. The Employer shall not be required to post a vacancy in a job classification for which employees laid off from such job classification have recall rights unless all such laid off employees refuse recall to such vacancy.

25.6 Rights of Reclassified and Involuntarily Reduced Employees. If the Employer determines that a vacancy exists in a job classification from which an employee on the recall list was laid off, reclassified or involuntarily reduced, the Employer shall post such vacancy and employees on the



recall list shall have preference over other applicants for the job class they previously held, until the earliest of the following occurs:

- a. Until one year following the date of the reclassification or involuntary reduction;
- b. Until applying for, being offered, and accepting a posted position in the job class from which they were reclassified or involuntarily reduced;
- c. Until applying for, being offered and rejecting a posted position from which they were reclassified or involuntarily reduced.

Reclassified or involuntarily reduced employees moving into a posted position from the recall process will not be eligible to exercise the trial period described in Article 27 (Vacancies).

25.7 Employees on lay off status will be accorded preferential hiring at all other clinic sites over outside applicants.

25.8 At any point in the process, an employee may have the option to take a voluntary lay-off under Article 25.3, in which case, the Employer shall not contest the affected employee's eligibility for unemployment compensation benefits.

25.9 Management's determination as to whether or not an employee is qualified shall be subject to the grievance procedure.

25.10 Bargaining unit employees recalled to benefit-eligible positions or benefit-eligible FTE status from an involuntary layoff or involuntary reduction in FTE status shall become eligible for coverage under the SMDC Employee Health Plan on the first day of the month following the date of recall, and shall not be subject to the 90-day waiting period otherwise required for such coverage.

25.11 Bargaining unit employees who have been reclassified into a position in a lower pay grade, who apply for, are offered and accept a posted position from which they were reclassified within one (1) year of being placed on the reclassification recall list, shall be brought back at the grade and step at which they would have been paid, as if they never left the position.

Should the employee return to said position after their reclassification rights have expired (one (1) year), it is the employee's responsibility to notify the Employer that their current wage is lower than their previous wage.

Any wage adjustment that may occur as a result of such notification will be made effective back to the first day of the payroll period during which the Employer was notified.

## ARTICLE 26 MERGING, ELIMINATIONS, AND MOVING OF DEPARTMENTS OFF SITE

26.1 In the event the Employer eliminates a department, (or portion thereof) at any of the campuses, merges departments (or portion thereof) amongst any of the campuses, or moves a department (or portion thereof), so it's not on any of the campuses, affected employees shall have the following rights:

1. Affected employees may use their total seniority to retain employment in their normal classification at the merged department or new department site if that classification still exists. Employees retaining such employment shall have their total seniority govern for purposes where seniority applies.
2. Employees unable to retain employment under Number 1 above may utilize their rights under Article 25, Low Need – Layoff – Recall.

26.2 The Employer agrees to meet and confer with the Union, as soon as practicable, prior to the effectuation of such merger, elimination, or movement of departments.

## ARTICLE 27 VACANCIES

27.1 Prior to or instead of posting a vacancy, the Employer, in its sole discretion, may offer employees within the classification in the department where the vacancy would otherwise occur an opportunity to increase or decrease FTE, so long as the current FTE total in that classification and department does not change. This option, if offered, will be open to all employees and awarded based on seniority among those expressing interest, provided the incremental FTE increases/decreases meet the department's scheduling needs. The Employer shall make reasonable efforts to notify the Union when this option is offered. Any remaining available FTE may in turn be posted in accordance with the language in Article 27.2.

27.2 If the Employer, in its sole discretion, determines that a vacancy exists or a new position is created in this bargaining unit, the Employer shall post notice electronically. There shall be a computer kiosk available to employees who do not otherwise have access to a work computer. Vacancies shall be posted for seven (7) calendar days. Applicants from within this bargaining unit will have preference over other applicants. Applicants who met the initial seven (7) day posting period will be considered in the following order:

1. Applicants from within this bargaining unit at the affected site
2. Applicants from elsewhere within this bargaining unit
3. USW DC Regional and Technical bargaining unit applicants
4. All other non-USW SMDC employees and external non-SMDC employees

Reasonable job qualifications and competencies shall be made by the Employer in its sole discretion; such determination shall not be subject to the grievance and arbitration procedure of this agreement. Applicants must apply for the posting on forms provided by the Employer. If an applicant considers the Employer to have made the determination of whether he/she meets the qualifications in an unjust manner, such applicant may file a grievance under the procedures established in this contract. Qualifications and competencies for vacant positions will be no different than for all other employees in that classification and applied consistently.

27.3 Employees applying for the position who meet the mandatory qualifications set by the Employer shall be considered based upon the following factors:

1. Qualifications: including but not limited to the employee's previous experience, performance evaluations, and job performance.
2. Ability to perform the essential functions of the position.
3. Total seniority.

Only where factors 1 and 2 are relatively equal shall factor 3 be the determining factor. Nothing in this section shall require the Employer to place an unqualified employee in any position.

Both parties agree that once the Employer determines an employee is qualified for the vacant position, the interview process may be used to determine the extent of the employee's qualifications for, and ability to perform the essential functions of, the position. External candidates shall not be interviewed for the vacant position when there are qualified internal applicants to consider, provided

these applicants are no longer probationary employees and have applied within the seven (7) day posting period referenced in Article 27.2.

27.4 The initial most senior qualified applicant shall have the opportunity for a maximum 40 hour trial period following which the employee may return to, or the Employer shall have the right to return the employee to their former position. This opportunity may be exercised once in a six (6) month period. For others who applied, an employee or the Employer shall have the right to return or return an employee to a position from which they have vacated, with the following constraints:

1. The position is still vacant.
2. It has been seven (7) days or less from the last scheduled shift an employee worked in the previous position.

27.5 A copy of each vacancy posting in this bargaining unit shall be submitted to the Unit President. The Employer agrees that postings shall contain the pay range with minimum starting wage.

27.6 Team leader positions will be posted internally in the applicable department. To be eligible, applicants must currently be in the job classification for which a team leader is sought. The team leader will be selected from eligible applicants in accordance with Article 27.3. A 520-hour review period will commence with the successful applicant's first shift as team leader, during which period the Employer may rescind the team leader title and stipend if the Employer determines, in its sole discretion, that the employee's performance in the team leader role is not satisfactory.

#### ARTICLE 28 TEMPORARY VACANCIES

28.1 A vacancy in a bargaining unit position created by an employee being off on PTO, vacation, Medical Leave, or a leave of absence shall be referred to as a temporary vacancy. If the Employer desires to fill the temporary vacancy the position shall be offered by seniority to qualified employees within the same job title, department and site who are less than full-time and desire more hours before bringing in a temporary person.

28.2 At such time as the employee on PTO, vacation, medical leave, or leave of absence returns to work, the employee who was temporarily working above his/her regular FTE (up to 1.0 FTE) shall return to their original position and FTE.

#### ARTICLE 29 WAIVER

29.1 Any practice that exists relating to pay rates or added fringe benefits that are inconsistent with the Collective Bargaining Agreement may be discontinued by the Employer should they discover the existence of this type of practice.

29.2 Any local working condition practice that exists and is not specifically changed by the Collective Bargaining Agreement cannot be eliminated unless the Employer can demonstrate that the basis for such practice being in existence has changed or the parties mutually agree to eliminate the practice.

#### ARTICLE 30 ALCOHOL AND DRUG TESTING

30.1 The Essentia Health Drug and Alcohol Testing Minnesota (Policy # EH A1035), effective May 8, 2014, shall apply to employees covered by this Collective Bargaining Agreement. A copy of the current policy in effect shall be made available to all employees.

30.2 It is agreed that Policy # EH A0135 will be followed during the term of this agreement until such time as a new policy is adopted, provided there is no change detrimental to employee rights in such new policy.

#### ARTICLE 31 SUBCONTRACTING

31.1 In determining whether work should be contracted or accomplished by the bargaining unit, the guiding principle is that work capable of being performed by bargaining unit employees shall be performed by such employees.

The parties recognize that the Employer has a need to change business practices from time to time in order to respond to the Health Care Business Environment.

Accordingly, the company will not contract any work for performance inside or outside unless it demonstrates the following:

1. Conditions caused by unavailability of sufficient staff to provide quality service.
2. Lack of technically qualified staff and technology.
3. Mutual agreement.
4. Security, Safety reasons or emergencies exist.
5. Required capital investment for temporary projects is not practicable or the technology is otherwise not available in-house.
6. Change in technology as defined in Article 9.
7. The need exists to temporarily augment the workforce (i.e. seasonable and intermittent).
8. Not subcontracting would force the Employer to perform or enter into a business activity outside the ordinary course of business.

Prior to subcontracting, the Employer will notify the Union as soon as practical and upon request will meet and discuss such subcontracting.

#### ARTICLE 32 DISCOUNTS

32.1 Bargaining unit employees shall be entitled to discounts offered to all SMDC employees in accordance with the terms of such discounts.

#### ARTICLE 33 BULLETIN BOARDS

33.1 The Employer shall provide one or more bulletin board(s), as appropriate and where space and patient care needs reasonably permit, at each clinic and hospital site for posting Union information.

#### ARTICLE 34 MALPRACTICE LIABILITY

34.1 The Employer shall continue to provide malpractice liability insurance retained by the Employer for all bargaining unit employees.

#### ARTICLE 35 UNIFORMS

35.1 The Employer shall continue to provide uniforms in those departments that presently are provided uniforms.

35.2 The Employer shall provide up to a \$150.00 reimbursement to employees per year for the cost of steel toe footwear required by the Employer as part of their work apparel. Employees will have to purchase the steel toe footwear on their own and submit the receipt for reimbursement for the actual cost up to \$150.00 per year. Eligible employees may purchase qualifying footwear annually from the Employer's on-site vendor and receive reimbursement up to \$150.00 for such purchases.

35.3 Dress Code: Employees will adhere to Essentia Health-East Region Apparel Policy / Dress Code (#HR0033, effective 1/1/17), as amended from time to time. Changes to individual department dress codes necessitating the purchase of clothing and/or footwear by employees shall not be implemented for a six (6) month period, to provide the employees time to comply.

#### ARTICLE 36 HEALTH AND SAFETY

36.1 The Employer agrees to provide a safe and healthful workplace and will comply with all local, state, and federal laws, statutes and regulations regarding occupational and environmental health and safety.

36.2 The Employer and the Union have established a joint Health and Safety Committee. The committee shall consist of up to three (3) representatives from the Duluth-Superior USW bargaining units within the SMDC system, no more than one (1) of which shall be from the USW Technical Unit. No more than one employee representative from any department shall be on the committee. The number of members on the Committee representing the Employer shall never exceed the number of employee representatives. The Committee shall meet once per calendar quarter, or on an as-needed basis not to exceed six (6) times per contract year, during regular work hours. Employees shall be paid for the time spent attending the meeting up to a maximum of two (2) hours per meeting.

36.3 This committee shall serve in an advisory capacity to the SMDC Safety Committee.

36.4 The Employer shall endeavor to enforce a violence free work environment per SMDC Workplace Violence Prevention Program Policy (#S1605), as amended from time to time. Employees will comply with rules set forth to ensure a safe and violence free workplace.

#### ARTICLE 37 STAFFING

37.1 The Employer agrees that there will not be routine scheduling of employees to work across USW bargaining units. Exceptions to this practice will include:

1. Emergent direct and indirect patient care needs by mutual agreement by the Department Manager and Site Unit President and/or Local Union President.
2. Vacation coverage by mutual agreement by Department Manager and Site Unit President and/or Local Union President.

3. Cross staffing employees shall receive the higher rate of pay in their job classification when performing cross staffing work.

37.2 If an employee believes that she/he is working short-staffed and patient safety may be jeopardized, and communicates such concerns to her/his supervisor or designee, then the supervisor or designee will consider the employee's concerns. The Employer in its sole discretion will determine if staffing modifications are necessary and practicable.

#### ARTICLE 38 JOB DESCRIPTIONS

38.1 The Employer shall notify the Union of changes to the duties in any job or the creation of the new job. The Employer shall assign the level of pay to the changed or new job and notify the Union of such. If the Union disagrees with the proposed pay level, the Unit President may file a grievance into Step 3 of the grievance procedure contesting the proposed rate. If the Employer changes the qualification of a job, incumbent employees shall be grandfathered in under the qualifications in place when she/he started the job. Employees shall be given reasonable time to obtain the new qualifications.

Each employee shall receive a copy of his/her job description for review at the time of his/her annual performance evaluation.

#### ARTICLE 39 PENSIONS

39.1 The Employer shall contribute five (5%) percent of the employee's gross earnings into the Steelworker's Pension Trust Defined Benefit Plan as per the Steelworkers Pension Trust Incorporation Agreement.

#### ARTICLE 40 INSURANCE

40.1 Beginning the first of the month following date of hire, employees whose official FTE is .6 or above are eligible to participate in the SMDC Health and Dental insurance plans.

40.2 All employees covered under this Collective Bargaining Agreement shall have the option to be enrolled in health plans made available by the Employer to employees not otherwise covered by a collective bargaining agreement. SMDC shall have the right to change the premium structure, change the insurance program, and/or select an alternate carrier. The parties have agreed to meet and confer prior to the effectuation of substantive change.

40.3 Dental Insurance: SMDC will provide single basic dental coverage in the Essentia Health basic dental plan to full or part-time employees who are .6 or greater. If the employee wishes to obtain family dental coverage or enhanced dental coverage, and if available under the rules of the carrier, the employee can obtain such coverage at his/her own expense if permitted by the carrier.

40.4 Group Life Insurance: Full and part-time employees who are .6 or greater shall be eligible for enrollment in the Essentia Health group term life insurance program, as may be amended from time to time by the Employer. SMDC shall pay the premium.

40.5 Long Term Disability: SMDC shall enroll all Full-time and Part-time employees who are .6 FTE or greater in the Long Term Disability Insurance program of the organization. SMDC will pay 100% of the premium for this insurance.

ARTICLE 41  
PTO

41.1 Paid Time Off (PTO) Program is designed to meet on a fair and equitable basis the individual employee's need for personal time off or cash conversion while providing the employee with protection in the event of serious illness.

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

41.3 All employees are eligible for PTO accrual based upon hours worked.

Each year, employees who work 50% or more of their time in Duluth and who are eligible to participate in the Employer's paid-time-off plans are permitted to use their first 40 hours of available paid leave for the same purposes and under the same conditions as ESST under the Duluth ESST Ordinance. Employees who are not eligible to participate in the Employer's paid-time-off plans will be eligible to participate in ESST under Essentia's ESST guidelines, as may be amended from time to time in the Employer's sole discretion.

41.4 Accrual of PTO starts with the date of hire. Employees are eligible to begin using accrued PTO immediately. PTO benefits are accrued on the basis of total hours worked.

Years Of Service	Days To Accrue	Hours To Accrue	Accrual Per Hour
0 – 3	17	136	0.0655
3 – 6	18	144	0.0693
6	20	160	0.077
7	21	168	0.0809
8	22	176	0.0846
9	23	184	0.0885
10	24	192	0.0924
11	25	200	0.0963
12	26	208	0.1
13	27	216	0.1039
14	28	224	0.1078
15	30	240	0.11538

41.5 The maximum accumulation in the PTO Bank will be 1½ times the annual accrual. When the employee reached the maximum accumulation, the accruals then begin in the Reserve Bank until hours are used in the PTO Bank. When hours are used in the PTO Bank, accruals end in the Reserve Bank and begin again in the PTO Bank.

41.6 Requests for PTO must be submitted to the manager or supervisor well in advance of the anticipated time off. Management shall respond to requests for time off in advance of the requested time off, in accordance with department guidelines. In the event of illness or emergencies, the employee is expected to provide as much notice as possible. Managers may limit the granting of PTO to assure proper staffing levels.

41.7 Selection of PTO will be based upon total seniority within each department according to departmental guidelines and will be coordinated with requests for Vacation from employees under that system in the department, if any. Department managers will review PTO and Vacation guidelines with staff on an annual basis, if requested. Minimum staffing levels will be determined solely by the department manager.

41.8 Payment of PTO will be made at the employee's regular rate of pay. PTO will be considered as hours worked for the purpose of computing overtime.

41.9 An employee may opt to transfer any or all of the excess hours on a one for one basis to the Reserve Bank twice per year (June 1 & December 1).

41.10 Hours may accumulate in the Reserve Bank in the following ways: Accrual rollover from the PTO Bank upon reaching the maximum or optional transfer from the PTO Bank.

41.11 A maximum of 90 days (720 hours) may accumulate in the Reserve Bank.

41.12 Once an employee has used six (6) days per calendar year of Regular PTO for illnesses or accidents the employee can access his/her Reserve Bank following the first day of an illness or an accident.

41.13 Beginning January 1, 2021, employees electing to "sell back" (cash out) Reserve Bank hours must submit an irrevocable election by December 31 of the calendar year immediately preceding the calendar year in which the Reserve Bank hours will be cashed out. Employees may elect payment of Reserve hours on June 1<sup>st</sup> and/or December 1<sup>st</sup> of each year. A balance of 40 hours must be left in the Reserve Bank when selling back. Payment is made according to the following Schedule:

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

41.14 Full-time employees will receive one time bonus of PTO hours based upon the following schedule. Part-time employees are pro-rated based on hours worked over the past 5 years, exclusive of overtime.

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

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

41.16 Grandfathered SMUMS Employees, as defined in the Memorandum of Agreement between the Employer and the Union dated September 14, 2005, will have the option to elect to convert to PTO whenever they transfer to another position within the bargaining unit or annually at open enrollment. Once such change is elected, the employee will not be able to return to Vacation and Sick. Employees electing this option shall have their unused vacation and sick leave accruals converted to PTO in accordance with the following:

- Vacation hours will be rolled into the regular PTO bank, to a maximum of one and one-half (1½) times the annual PTO accrual. Vacation hours in excess of the maximum shall be rolled into the Reserve Bank and subject to sellback under section 41.13.



- Up to 48 hours of an incumbent employee's sick leave shall be rolled into the PTO bank. Any remaining hours of accumulated sick leave shall be placed into a "Sick Leave Bank."
- The order by which banked hours shall be used is PTO in accordance with section 41.12 first, Reserve Bank second, Sick Leave Bank third, returning to PTO as needed.
- Once an employee's Sick Leave Bank hours have been exhausted, that bank will be terminated.

41.17 An employee from outside this bargaining unit who transfers into a position within this bargaining unit will have his/her unused vacation and sick leave hours converted to PTO in accordance with section 41.16.

## ARTICLE 42 SICK LEAVE AND VACATION

This Article applies to employees defined as "Grandfathered SMUMS employees" in the Memorandum of Agreement between the Employer and the Union dated September 14, 2005, unless such Grandfathered SMUMS employees have elected instead to be subject to Article 41 (PTO).

### A. Sick Leave

1. Sick leave is a benefit available to those employees who are actually sick or injured to the point that they cannot perform their duties, or to care for their ill dependent children as per Minnesota Statutes. It is a breach of good faith for an employee to claim the benefit when he/she is not in fact sick or injured. Management and the Union agree that Management has a legitimate expectation that employees not misuse sick leave or lost time (paid or non-paid) to the detriment of the Employer, co-workers and patients. In the interest of courtesy to co-workers and to assist in the efficient and timely staffing of the Employer, it is expected, whenever possible, that employees shall call in as soon as possible prior to their scheduled start time.
2. Upon completing five hundred twenty (520) hours of employment, all regular full-time and regular part-time Grandfathered SMUMS employees (scheduled 0.5 FTE or more), shall be eligible to use sick leave which is accumulated based on paragraph 3 commencing on the employee's date of hire.
3. Eligible Grandfathered SMUMS employees shall accumulate sick leave at a rate of eight (8) hours for every one hundred seventy-three point three (173.3) hours paid exclusive of sick leave time and call pay. Maximum accumulation rate shall be seven hundred twenty (720) hours.
4. Sick leave may not be granted for absences from work on the day immediately preceding or the day immediately following a holiday, if scheduled to work, unless the employee provides a physician verification of the reason for the absence if requested.
5. Any illness commencing during a regularly scheduled vacation cannot be counted as sick leave time.
6. When absent from work due to a work-related accident or illness, the Grandfathered SMUMS employee shall be entitled to available sick leave for three (3) days preceding coverage by Worker's Compensation.

7. Any Grandfathered SMUMS employee at the seven hundred twenty (720) maximum sick leave accumulation, who has an episode of illness or injury that fully depletes his/her sick leave time, will be eligible to receive a grant of eighty (80) hours of sick leave time upon their return to the workplace.

B. Vacation

1. Grandfathered SMUMS employees regularly scheduled forty (40) hours a pay period (0.5) FTE or more will accrue vacation on the following schedule:

Years of Service	Accrual Rate for Each Hour Paid Exclusive of Call Pay
1 – 4	0.038462
5 – 8	0.057693
9 – 14	0.076924
15 – 19	0.080770
20 – 24	0.092308
25+	0.096154

2. Vacation hours are accumulated from the first day of work and can be used after the 520 hour probationary period. A Grandfathered SMUMS employee may request accrued vacation hours prior to the completion of one (1) year of service, with the understanding that the Grandfathered SMUMS employee will have payment for such paid vacation hours deducted from their terminal check if they terminate prior to the completion of one (1) year of service.
3. Vacation time may be carried over at the request of the Grandfathered SMUMS employee from year to year. Maximum accrual of vacation will be limited to a maximum of two and one-half (2-1/2) times the Grandfathered SMUMS employee's annual accrual.
4. Selection of vacation time off will be based upon total seniority within each department according to departmental guidelines and will be coordinated with requests for PTO from employees under that system in the department, if any. Grandfathered SMUMS employees will be permitted to schedule vacation if it can be reasonably expected that they will have the vacation accrued at the time it is to be taken. Department managers will review Vacation and PTO guidelines with staff on an annual basis, if requested. Minimum staffing levels will be determined solely by the department manager.
5. Grandfathered SMUMS employees may request to take their vacation one (1) day at a time. Vacation may be used in one-half (1/2) day increments for unscheduled events.
6. When a regular holiday is observed during a full-time Grandfathered SMUMS employee's vacation, the Grandfathered SMUMS employee shall receive holiday pay for that day rather than vacation pay.
7. Vacation pay shall be calculated at the Grandfathered SMUMS employee's base hourly rate.
8. For those benefit eligible Grandfathered SMUMS employees working straight evenings, straight night, or straight evening/night shifts, vacation pay shall include the evening or night shift differential, whichever is applicable.

9. In December of each year, the bargaining unit president may request a meeting with the department head (or designee), in those departments where the bargaining unit president feels the Employer can allow more than one (1) employee to be gone on vacation or PTO per week. The bargaining unit president and the department head shall meet to discuss the vacation and PTO allotments. Where the department head can allow more than one employee per week to be on vacation or PTO without adversely affecting the orderly operations of the department, the department head shall allow such. If a dispute exists between the bargaining unit president and the department head, the bargaining unit president may file a grievance directly to step 3 of the grievance and arbitration procedure. The arbitrator shall rule only on patient care concerns and/or business needs, and orderly operations of the department.
10. Grandfathered SMUMS Employees, as defined in the Memorandum of Agreement between the Employer and the Union dated September 14, 2005, will have the option to elect to convert to PTO whenever they transfer to another position within the bargaining unit or annually at open enrollment. Once such change is elected, the employee will not be able to return to Vacation and Sick Leave. Refer to Article 41.16 for the PTO conversion details.
11. The Employer encourages use of vacation time off for personal renewal. However, employees will have the option, once per calendar quarter (January-March; April-June; July-September; October-December), to cash-out available accrued vacation time according to the following guidelines:
  1. Sell back requests must be submitted to the unit/department manager in writing prior to the end of any pay period.
  2. The sold back time will be included in the next regular payroll check.
  3. Sell back hours are paid at straight time.
  4. Shift differential is not paid on sell back hours.
  5. Sell back hours are not counted for the calculation of overtime.
  6. No benefits accrue on time cashed out.

#### ARTICLE 43 HOLIDAYS

43.1 The following days shall be considered as holidays under this Agreement:

New Year's Day	Labor Day
Easter (for positions located in hospitals only)	Thanksgiving Day
Memorial Day	Christmas Eve (for non-hospital positions only)
Fourth of July	Christmas Day

43.2 For departments only open Monday through Friday, if a holiday occurs on a weekend, the Saturday holiday will be observed on Friday and the Sunday holiday will be observed on Monday. For those departments that run seven (7) days per week or are open on weekends (any portion of Saturday and/or Sunday), holidays will be observed on the days designated by the Minnesota Statutes, except Christmas Day will be on December 25<sup>th</sup>, New Year's Day will be on January 1<sup>st</sup>, and the 4<sup>th</sup> of July holiday will be on July 4<sup>th</sup>.

43.3 Hospital based employees working the afternoon shift on Christmas Eve and/or New Year's Eve shall be paid one and one-half (1½) times their regular rate of pay, or double time if they are already on overtime.

43.4 For actual hours worked on a holiday, benefit eligible employees (0.5 FTE or above) shall be paid one and one-half (1½) times their regular rate of pay, and receive an additional day off with pay,

or be paid at two and one-half (2½) times their regular rate of pay. If the employee chooses to take another day off with pay, the alternate day off will be scheduled within a four (4) week period before or after the holiday and seniority shall govern in the event of scheduling conflicts. Non-casual employees with an FTE level of 0.49 or less shall receive one and one-half (1½) times their regular rate of pay for all hours worked on a holiday, plus additional straight time pay (prorated for FTE status). Casual employees shall receive one and one-half (1½) times their regular rate of pay for all hours worked on a holiday.

43.5 If a holiday falls on a non-casual employee's day off or a non-casual employee's department is not operational on holidays, the employee shall receive Holiday Pay (straight time pay) for the number of hours needed to meet his/her authorized FTE, not to exceed the number of hours in his/her usual shift, provided the employee is not otherwise scheduled to work his/her authorized FTE during that pay period. If the employee is scheduled to work his/her authorized FTE during that pay period, the employee shall receive Holiday Pay, prorated for FTE status.

43.6 The Employer will make reasonable accommodations to those employees whose religious faith makes it mandatory to take time off from work to celebrate a religious holiday. (Other than those listed above). The employee must provide proper notice to his/her supervisor to be absent from work. All work time taken will be without pay, unless the employee chooses to use accumulated PTO or vacation.

43.7 Holiday work will be shared as equally as practicable among all employees. Except in cases of emergency or unavoidable situations where it would have the effect of depriving patients of needed service, employees shall not be scheduled to work more than three (3) of the seven (7) holidays in any given year, unless mutually agreed upon between the employee and management. If an employee is required to work more than three (3) holidays due to the previous exception, the least senior qualified employee in the unit or department may be reassigned, on a rotating basis, according to seniority, to meet such need.

43.8 Employees with confirmed work agreements for a Monday through Friday schedule shall not have their schedule changed to work holidays on weekends unless by mutual agreement.

43.9 When Christmas Day (December 25<sup>th</sup>) falls on Saturday or Christmas Eve (December 24<sup>th</sup>) falls on a Sunday, the holiday will be treated as a Floating holiday. Employees can use their Floating holiday six (6) weeks before or six (6) weeks after December 24<sup>th</sup> or December 25<sup>th</sup>.

#### ARTICLE 44 SHIFT DIFFERENTIALS

44.1 The purpose of shift differential pay is to provide twenty-four (24) hour coverage for patient care while recognizing the impact of an employee's off shift assignment. The following will apply to all positions eligible for shift differential except for laboratory positions:

- For any shift less than or equal to eight (8) hours, starting at or after 0500 hours, an employee's base rate of pay shall apply.
- For any shift less than or equal to eight (8) hours, starting at or after 1300 hours, the evening shift differential shall apply.
- For any shift less than or equal to eight (8) hours, starting at or after 2200 hours, the night shift differential shall apply.
- For any shift greater than eight (8) hours but less than sixteen (16) hours, employees will be paid the differential rate ordinarily in effect for each hour worked (example: an employee working 1500 to 2400 receives seven (7) hours of evening shift differential and two (2) hours of night shift differential).

- For an employee working two (2) consecutive eight (8) hour shifts, the appropriate differential rate will be applied based on the start time of each shift.
- Evening Shift Differential      \$1.75 per hour
- Night Shift Differential          \$2.25 per hour

44.2 The following will apply to all laboratory positions eligible for shift differential:

- For any shift less than or equal to eight (8) hours, starting at or after 0400 hours, an employee's base rate of pay shall apply.
- For any shift less than or equal to eight (8) hours, starting at or after 1200 hours, the evening shift differential shall apply.
- For any shift less than or equal to eight (8) hours, starting at or after 2000 hours, the night shift differential shall apply.
- For any shift greater than eight (8) hours but less than sixteen (16) hours, employees will be paid the differential rate ordinarily in effect for each hour worked (example: an employee working 1500 to 2400 receives five (5) hours of evening shift differential and four (4) hours of night shift differential).
- For an employee working two (2) consecutive eight (8) hour shifts, the appropriate differential rate will be applied based on the start time of each shift.
- Evening Shift Differential      \$1.75 per hour
- Night Shift Differential          \$2.25 per hour

44.3 Only the following are eligible for shift differential: employees working in positions previously included in the Medical Support Services (SMUMS) unit, including clinic employees when covering full shifts in such positions; clinic employees whose work schedules require seven (7) day per week and twenty-four (24) hour per day coverage; and clinic environmental services employees.

#### ARTICLE 45 WEEKEND DAY SHIFT DIFFERENTIAL

45.1 A weekend day shift differential of \$1.00 per hour will be paid for appropriate day shift hours worked in clinic locations on Saturday or Sunday. Appropriate day shift hours exclude hours worked on Saturday and Sunday to make up time taken off Monday through Friday and hours worked on Saturday and Sunday for the convenience of the employee.

#### ARTICLE 46 CALL PAY

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

46.2 In those departments where a call system is in place, all qualified employees will be required to be in the call rotation. Modifications to the call rotation will be offered on a seniority basis and/or assigned on a reverse seniority basis. An employee retains the right to trade call away to other

appropriate and qualified employees so long as the department agrees that the employee receiving the call meets the above standard.

46.3 The Employer agrees that Call pay is not pro-rated on FTE status.

46.4 A department, if changing their clinical model, may suspend the call model. No clinical model currently under a call structure shall be considered as a guarantee of that continued call model.

46.5 There shall be no combining of call pay and "call-back pay". When the "call-back pay" is suspended the call rate shall go back into affect. The minimum amount of time to be compensated for hours worked when being called in shall be four (4) hours at time and one-half (1½). An employee's call shift will not begin until that employee's previous shift, including overtime, has been completed.

46.6 An employee's call back pay shall never exceed time and one-half (1 ½) and their number of call hours compensated shall not exceed the number of call hours scheduled, unless the employee actually works more call hours than scheduled.

46.7 An employee called in to work while on call shall be paid time and one-half (1½) his/her regular rate of pay for a minimum of four (4) hours. Should the employee be called back in during this four (4) hour minimum a new call back will start and the previous four (4) hour minimum begins.

46.8 Shift differentials shall only be appropriate to the actual hours worked and not necessarily appropriate to the minimum call.

46.9 Call schedules that become available and are of an unpredictable nature shall be offered on a seniority basis to those employees who are qualified and available. Should no employee volunteer for the call through the seniority process, the call will be assigned to the least senior qualified employee, on a rotation basis. If the employee assigned the call advises the management team of a satisfactory reason for not being available for call, the next least senior employee shall be assigned.

46.10 Employees who are required to stay on premises and be on-call shall be compensated at the rate of one and one-half (1½) times the current applicable call pay rate.

46.11 Call pay will be compensated at \$5.15 per hour. Employees assigned to be on-call on a holiday will receive time and one-half (1½) the regular on-call compensation rate.

#### ARTICLE 47 UNSCHEDULED SHIFT BONUS

47.1 Eligible employees volunteering for an unscheduled shift at the Employer's request shall be paid forty dollars (\$40.00) for a four (4) hour shift and sixty five dollars (\$65.00) for a shift of seven and one-half (7-1/2) hours or more on an eligible unscheduled shift. Eligible employees are those employees who have an authorized FTE of 0.6 or greater and do not call in sick during the Work Week in which the bonus was offered.

47.2 Eligible employees are: (1) all hospital employees in positions previously included in the Medical Support Services (SMUMS) unit; (2) clinic employees whose work schedules require seven (7) day per week and twenty-four (24) hour per day coverage. The only qualifying positions in the clinic setting are the Registration Staff in Superior and the Operators in Med-Direct Switchboard positions. Any expansion of eligibility for this bonus for other employees shall be strictly limited to only 24/7 scheduled positions.

47.3 The unscheduled shift bonus shall not be paid in the following instances:

- The staffing need is covered as a Temporary Vacancy under Article 28.

- The employee has casual status.
- There are no volunteers and the shift is assigned by the Employer.
- The employee is already on call.
- Working of the shift is the result of a mutual agreement between employees.
- If the hours of a shift are changed by mutual agreement between the employee and the Employer.

#### ARTICLE 48 WAGES

48.1 Both parties agree to a three year contract as follows:

Year 1 (July 1, 2021 through June 30, 2022) 2.0% across the board adjustments to the wage grids.

Year 2 (July 1, 2022 through June 30, 2023) 2.0% across the board adjustments to the wage grids.

Year 3 (July 1, 2023 through June 30, 2024) The parties agree to a wage re-opener ninety (90) days prior to July 1, 2023.

This paragraph applied to the July 1, 2021 through June 30, 2024 contract. Employees, who have at least twenty (20) years of service with the Employer, as defined under Article 16.1, shall receive a one-time only lump sum payment in the gross amount of four hundred (\$400) dollars. It is understood that employees are eligible for only one (1) lump sum payment. Those employees who reach twenty (20) years of service by July 1, 2021, July 1, 2022 or July 1, 2023 will receive the one-time lump sum payment. The 2021 lump sum payment will be paid after the first full pay period following ratification of the Collective Bargaining Agreement (CBA). Subsequent one-time lump sum payments will be made the first full pay period after July 1, 2022 and July 1, 2023.

48.2 Those employees who are members of the bargaining unit on the date of ratification of the CBA shall advance one step on the wage grid labeled Appendix A, for every 2080 hours paid in a single position. Paid hours toward step advancement began accruing on July 1, 2004 for clinic positions and on September 1, 2002 for positions previously included in the SMUMS unit. Employees changing positions through promotion, transfer or demotion will retain any paid hours accrued toward step advancement in their old position and such hours will be counted toward step advancement in their new position. Employees working part time in more than one position shall not advance a step in any position until they have been paid 2080 hours in that position.

48.3 New hires into the bargaining unit, including any employee at SMDC who is outside of this collective bargaining unit, transferring into positions covered by the CBA, shall advance on the wage grid labeled Appendix B, effective upon ratification of the CBA. The new hires will advance one step for every 2080 hours paid in a single position for Steps 1-10. Beyond Step 10, employees will:

- 1) Advance from Step 10 to Step 12 after 4160 hours paid in a single position (there is no Step 11);
- 2) Advance from Step 12 to Step 15 after 6240 hours paid in a single position (there is no Step 13 or Step 14);
- 3) Advance from Step 15 to Step 20 after 10400 hours paid in a single position (there is not a Step 16, Step 17, Step 18, or Step 19).

Employees changing positions through promotion, transfer or demotion will retain any paid hours accrued toward step advancement in their old position and such hours will be counted toward step advancement in their new position. Employees working part time in more than one position shall not advance a step in any position until they have been paid the number of hours specified above, in that position.

48.4 New Hire Formula – The Formula shall be as follows:

- Same Job Duties – 100% credit for determining years for placement
- Directly Related Job Duties – 50% credit for determining years for placement
- Similar Job Duties – 25% credit for determining years for placement

$$\text{CREDIT} = \text{JOB DUTIES} \times \text{YEARS OF SERVICE} \times \text{FTE}$$

48.5 New Hires/Promotions/Demotions/Transfers – Newly hired employees will be placed in a pay range according to the new hire formula. In the event a promotion does not result in an increase using the new hire formula, the employee will move to the step in the new range, which is directly above their present rate. In the event of a demotion, the employee will be moved to the same step in the lower range or placed according to the new hire formula, whichever yields a higher wage. For transfers within the same range, if the new hire formula would result in the employee being placed on a lower step than his/her current wage, the employee will remain at his/her current wage.

48.6 Team Leader Stipend – Effective as of the first pay period following ratification of this Agreement, all team leaders in the bargaining unit shall receive a stipend of \$1.50 per hour above their base rate, provided such team leaders are in the same job classification as those over whom they lead.

48.7 HIS Transcription Production Based Pay Policy – Refer to Appendix C.

#### ARTICLE 49 MARKET DIFFERENTIAL

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

- The differential will be given to all in the job title and new hires within that same job title.
- The differential will be a flat rate paid on hours paid.
- The differential will not be part of base salary.
- Annual increases are calculated on base salary only.
- The Employer maintains the right to eliminate or reduce this market differential at any time for both incumbents and new hires.
- Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.
- Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.



ARTICLE 50  
LABOR-MANAGEMENT COMMITTEE

Purpose. The parties agree that cooperation and understanding between the parties and a harmonious relationship will promote efficient performance and quality patient care, which is in the interest of the employees, the Union, and the Employer. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a Labor-Management Committee.

Meetings. The Labor-Management Committee will meet at agree upon times, no more than quarterly, and these meetings will follow an agenda, which will be distributed in advance of each meeting. There shall be equal numbers of participants for both management and the Union but shall not exceed five (5) participants for either side. There shall be no more than one Union participant from the same department. A facilitator from the Federal Mediation and Conciliation Service may be utilized to ensure that these meetings proceed according to labor-management committee precepts.

Authority. The Labor-Management Committee will have no power to modify the terms of the Agreement or to resolve grievances.

Compensation. Union committee members will be compensated for attending the Labor Management Committee meeting if the meeting occurs during their regularly scheduled shift. Labor Management Committee hours will not count toward the computation of overtime.

ARTICLE 51  
SUCCESSORSHIP AND ASSIGNS

51.1 The USW will be notified in writing by the Employer at least thirty (30) days prior to any consolidation, merger, sale, partnership, and/or similar legal agreement (a "transaction"). The Employer agrees that, as a condition of a transaction, the Employer will attempt to obtain a commitment from the other party or parties to the Transaction that the entity resulting from the Transaction will recognize the United Steelworkers as the representative of the covered employees and will meet with representatives of the USW to negotiate regarding the effect of the Transaction on the covered employees.

ARTICLE 52  
TERM OF AGREEMENT

52.1 Except as otherwise stated herein, this Agreement shall be effective the 1st day of July, 2021, and shall remain in full force and effect until its expiration date, June 30, 2024.

52.2 On or before ninety (90) days prior to the expiration date set forth above, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor agreement. Promptly following such notification, and during such ninety (90) day period, the parties hereto shall meet and engage in such negotiations.

52.3 If neither party hereto gives notice to the other party of its desire to negotiate a successor agreement prior to the expiration date of this Agreement, as provided, this Agreement shall automatically be renewed for successive one (1) year terms thereafter.

**APPENDIX A1  
WAGE GRID  
Applicable to incumbents hired before February 1, 2010  
Effective July 1, 2021**

P A Y  L E V E L	STEP Start	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	
	2	\$10.49	\$10.71	\$10.90	\$11.14	\$11.37	\$11.59	\$11.82	\$12.06	\$12.30	\$12.55	\$12.79	\$13.07	\$13.31	\$13.60	\$13.84	\$14.11	\$14.41	\$14.69	\$15.01	\$15.29	\$15.61
	3	\$10.64	\$10.85	\$11.05	\$11.28	\$11.52	\$11.75	\$11.99	\$12.19	\$12.47	\$12.68	\$12.97	\$13.20	\$13.46	\$13.75	\$14.01	\$14.31	\$14.61	\$14.91	\$15.17	\$15.51	\$15.80
	4	\$10.94	\$11.17	\$11.40	\$11.60	\$11.84	\$12.09	\$12.31	\$12.58	\$12.81	\$13.07	\$13.34	\$13.59	\$13.89	\$14.14	\$14.44	\$14.73	\$15.05	\$15.30	\$15.61	\$15.94	\$16.24
	5	\$11.59	\$11.84	\$12.08	\$12.31	\$12.57	\$12.79	\$13.06	\$13.34	\$13.59	\$13.88	\$14.14	\$14.43	\$14.71	\$14.99	\$15.29	\$15.60	\$15.92	\$16.23	\$16.56	\$16.92	\$17.24
	6	\$12.29	\$12.56	\$12.77	\$13.05	\$13.31	\$13.57	\$13.85	\$14.12	\$14.39	\$14.69	\$14.97	\$15.28	\$15.58	\$15.89	\$16.20	\$16.53	\$16.89	\$17.21	\$17.57	\$17.87	\$18.25
	7	\$13.57	\$13.85	\$14.12	\$14.39	\$14.69	\$14.97	\$15.28	\$15.58	\$15.89	\$16.20	\$16.53	\$16.88	\$17.20	\$17.57	\$17.87	\$18.25	\$18.62	\$19.01	\$19.40	\$19.78	\$20.13
	8	\$14.67	\$14.95	\$15.25	\$15.56	\$15.87	\$16.18	\$16.51	\$16.82	\$17.17	\$17.53	\$17.84	\$18.23	\$18.59	\$18.96	\$19.36	\$19.74	\$20.11	\$20.52	\$20.94	\$21.35	\$21.78
	9	\$15.27	\$15.58	\$15.89	\$16.20	\$16.53	\$16.88	\$17.20	\$17.57	\$17.87	\$18.25	\$18.62	\$19.00	\$19.38	\$19.78	\$20.13	\$20.58	\$20.97	\$21.41	\$21.82	\$22.26	\$22.70
	10	\$16.48	\$16.81	\$17.16	\$17.52	\$17.84	\$18.22	\$18.58	\$18.94	\$19.35	\$19.70	\$20.10	\$20.50	\$20.91	\$21.33	\$21.75	\$22.21	\$22.65	\$23.10	\$23.57	\$24.03	\$24.50
	11	\$17.81	\$18.19	\$18.54	\$18.89	\$19.29	\$19.67	\$20.06	\$20.44	\$20.88	\$21.28	\$21.72	\$22.16	\$22.58	\$23.06	\$23.50	\$23.98	\$24.46	\$24.94	\$25.44	\$25.95	\$26.47
	12	\$19.26	\$19.62	\$20.03	\$20.42	\$20.85	\$21.24	\$21.68	\$22.11	\$22.55	\$23.03	\$23.47	\$23.94	\$24.43	\$24.91	\$25.40	\$25.90	\$26.44	\$26.95	\$27.51	\$28.05	\$28.62
	13	\$20.80	\$21.20	\$21.63	\$22.06	\$22.50	\$22.97	\$23.41	\$23.90	\$24.37	\$24.85	\$25.34	\$25.85	\$26.37	\$26.90	\$27.44	\$27.99	\$28.56	\$29.11	\$29.68	\$30.30	\$30.88
	14	\$21.62	\$22.04	\$22.48	\$22.93	\$23.39	\$23.86	\$24.35	\$24.83	\$25.33	\$25.84	\$26.34	\$26.87	\$27.42	\$27.96	\$28.52	\$29.09	\$29.67	\$30.26	\$30.86	\$31.49	\$32.11

<sup>1</sup> Note that steps may not correspond to number of years of employment.

**APPENDIX B1  
WAGE GRID  
Applicable to incumbents hired on or after February 1, 2010  
Effective July 1, 2021**

		STEP Start <sup>1</sup>	1	2	3	4	5	6	7	8	9	10	12 <sup>2</sup>	15 <sup>3</sup>	20 <sup>4</sup>
P A Y	2	\$10.49	\$10.71	\$10.90	\$11.14	\$11.37	\$11.59	\$11.82	\$12.06	\$12.30	\$12.55	\$12.79	\$13.31	\$14.11	\$15.61
	3	\$10.64	\$10.85	\$11.05	\$11.28	\$11.52	\$11.75	\$11.99	\$12.19	\$12.47	\$12.68	\$12.97	\$13.46	\$14.31	\$15.80
	4	\$10.94	\$11.17	\$11.40	\$11.60	\$11.84	\$12.09	\$12.31	\$12.58	\$12.81	\$13.07	\$13.34	\$13.89	\$14.73	\$16.24
	5	\$11.59	\$11.84	\$12.08	\$12.31	\$12.57	\$12.79	\$13.06	\$13.34	\$13.59	\$13.88	\$14.14	\$14.71	\$15.60	\$17.24
	6	\$12.29	\$12.56	\$12.77	\$13.05	\$13.31	\$13.57	\$13.85	\$14.12	\$14.39	\$14.69	\$14.97	\$15.58	\$16.53	\$18.25
L E V E L	7	\$13.57	\$13.85	\$14.12	\$14.39	\$14.69	\$14.97	\$15.28	\$15.58	\$15.89	\$16.20	\$16.53	\$17.20	\$18.25	\$20.13
	8	\$14.67	\$14.95	\$15.25	\$15.56	\$15.87	\$16.18	\$16.51	\$16.82	\$17.17	\$17.53	\$17.84	\$18.59	\$19.74	\$21.78
	9	\$15.27	\$15.58	\$15.89	\$16.20	\$16.53	\$16.88	\$17.20	\$17.57	\$17.87	\$18.25	\$18.62	\$19.38	\$20.58	\$22.70
	10	\$16.48	\$16.81	\$17.16	\$17.52	\$17.84	\$18.22	\$18.58	\$18.94	\$19.35	\$19.70	\$20.10	\$20.91	\$22.21	\$24.50
	11	\$17.81	\$18.19	\$18.54	\$18.89	\$19.29	\$19.67	\$20.06	\$20.44	\$20.88	\$21.28	\$21.72	\$22.58	\$23.98	\$26.47
	12	\$19.26	\$19.62	\$20.03	\$20.42	\$20.85	\$21.24	\$21.68	\$22.11	\$22.55	\$23.03	\$23.47	\$24.43	\$25.90	\$28.62
	13	\$20.80	\$21.20	\$21.63	\$22.06	\$22.50	\$22.97	\$23.41	\$23.90	\$24.37	\$24.85	\$25.34	\$26.37	\$27.99	\$30.88
	14	\$21.62	\$22.04	\$22.48	\$22.93	\$23.39	\$23.86	\$24.35	\$24.83	\$25.33	\$25.84	\$26.34	\$27.42	\$29.09	\$32.11

<sup>1</sup> Note that steps may not correspond to number of years of employment.

<sup>2</sup> Step 12 = EE advances from Step 10 to Step 12 after 4160 hours paid

<sup>3</sup> Step 15 = EE advances from Step 12 to Step 15 after 6240 hours paid

<sup>4</sup> Step 20 = EE advances from Step 15 to Step 20 after 10,400 hours paid

**APPENDIX A2  
WAGE GRID  
Applicable to incumbents hired before February 1, 2010  
Effective July 1, 2022**

P A Y  L E V E L		STEP Start <sup>1</sup>	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20
2		\$10.70	\$10.92	\$11.12	\$11.36	\$11.60	\$11.82	\$12.06	\$12.30	\$12.55	\$12.80	\$13.05	\$13.33	\$13.58	\$13.87	\$14.12	\$14.39	\$14.70	\$14.98	\$15.31	\$15.60	\$15.92
3		\$10.85	\$11.07	\$11.27	\$11.51	\$11.75	\$11.99	\$12.23	\$12.43	\$12.72	\$12.93	\$13.23	\$13.46	\$13.73	\$14.03	\$14.29	\$14.60	\$14.90	\$15.21	\$15.47	\$15.82	\$16.12
4		\$11.16	\$11.39	\$11.63	\$11.83	\$12.08	\$12.33	\$12.56	\$12.83	\$13.07	\$13.33	\$13.61	\$13.86	\$14.17	\$14.42	\$14.73	\$15.02	\$15.35	\$15.61	\$15.92	\$16.26	\$16.56
5		\$11.82	\$12.08	\$12.32	\$12.56	\$12.82	\$13.05	\$13.32	\$13.61	\$13.86	\$14.16	\$14.42	\$14.72	\$15.00	\$15.29	\$15.60	\$15.91	\$16.24	\$16.55	\$16.89	\$17.26	\$17.58
6		\$12.54	\$12.81	\$13.03	\$13.31	\$13.58	\$13.84	\$14.13	\$14.40	\$14.68	\$14.98	\$15.27	\$15.59	\$15.89	\$16.21	\$16.52	\$16.86	\$17.23	\$17.55	\$17.92	\$18.23	\$18.62
7		\$13.84	\$14.13	\$14.40	\$14.68	\$14.98	\$15.27	\$15.59	\$15.89	\$16.21	\$16.52	\$16.86	\$17.22	\$17.54	\$17.92	\$18.23	\$18.62	\$18.99	\$19.39	\$19.79	\$20.18	\$20.53
8		\$14.96	\$15.25	\$15.56	\$15.87	\$16.19	\$16.50	\$16.84	\$17.16	\$17.51	\$17.88	\$18.20	\$18.59	\$18.96	\$19.34	\$19.75	\$20.13	\$20.51	\$20.93	\$21.36	\$21.78	\$22.22
9		\$15.58	\$15.89	\$16.21	\$16.52	\$16.86	\$17.22	\$17.54	\$17.92	\$18.23	\$18.62	\$18.99	\$19.38	\$19.77	\$20.18	\$20.53	\$20.99	\$21.39	\$21.84	\$22.26	\$22.71	\$23.15
10		\$16.81	\$17.15	\$17.50	\$17.87	\$18.20	\$18.58	\$18.95	\$19.32	\$19.74	\$20.09	\$20.50	\$20.91	\$21.33	\$21.76	\$22.19	\$22.65	\$23.10	\$23.56	\$24.04	\$24.51	\$24.99
11		\$18.17	\$18.55	\$18.91	\$19.27	\$19.68	\$20.06	\$20.46	\$20.85	\$21.30	\$21.71	\$22.15	\$22.60	\$23.03	\$23.52	\$23.97	\$24.46	\$24.95	\$25.44	\$25.95	\$26.47	\$27.00
12		\$19.65	\$20.01	\$20.43	\$20.83	\$21.27	\$21.66	\$22.11	\$22.55	\$23.00	\$23.49	\$23.94	\$24.42	\$24.92	\$25.41	\$25.91	\$26.42	\$26.97	\$27.49	\$28.06	\$28.61	\$29.19
13		\$21.22	\$21.62	\$22.06	\$22.50	\$22.95	\$23.43	\$23.88	\$24.38	\$24.86	\$25.35	\$25.85	\$26.37	\$26.90	\$27.44	\$27.99	\$28.55	\$29.13	\$29.69	\$30.27	\$30.91	\$31.50
14		\$22.05	\$22.48	\$22.93	\$23.39	\$23.86	\$24.34	\$24.84	\$25.33	\$25.84	\$26.36	\$26.87	\$27.41	\$27.97	\$28.52	\$29.09	\$29.67	\$30.26	\$30.87	\$31.48	\$32.12	\$32.75

<sup>1</sup> Note that steps may not correspond to number of years of employment.

**APPENDIX B2**  
**WAGE GRID**  
**Applicable to new hires on or after February 1, 2010**  
**Effective July 1, 2022**

Level	Start	1	2	3	4	5	6	7	8	9	10	12*	15*	20*
2	\$10.70	\$10.92	\$11.12	\$11.36	\$11.60	\$11.82	\$12.06	\$12.30	\$12.55	\$12.80	\$13.05	\$13.58	\$14.39	\$15.92
3	\$10.85	\$11.07	\$11.27	\$11.51	\$11.75	\$11.99	\$12.23	\$12.43	\$12.72	\$12.93	\$13.23	\$13.73	\$14.60	\$16.12
4	\$11.16	\$11.39	\$11.63	\$11.83	\$12.08	\$12.33	\$12.56	\$12.83	\$13.07	\$13.33	\$13.61	\$14.17	\$15.02	\$16.56
5	\$11.82	\$12.08	\$12.32	\$12.56	\$12.82	\$13.05	\$13.32	\$13.61	\$13.86	\$14.16	\$14.42	\$15.00	\$15.91	\$17.58
6	\$12.54	\$12.81	\$13.03	\$13.31	\$13.58	\$13.84	\$14.13	\$14.40	\$14.68	\$14.98	\$15.27	\$15.89	\$16.86	\$18.62
7	\$13.84	\$14.13	\$14.40	\$14.68	\$14.98	\$15.27	\$15.59	\$15.89	\$16.21	\$16.52	\$16.86	\$17.54	\$18.62	\$20.53
8	\$14.96	\$15.25	\$15.56	\$15.87	\$16.19	\$16.50	\$16.84	\$17.16	\$17.51	\$17.88	\$18.20	\$18.96	\$20.13	\$22.22
9	\$15.58	\$15.89	\$16.21	\$16.52	\$16.86	\$17.22	\$17.54	\$17.92	\$18.23	\$18.62	\$18.99	\$19.77	\$20.99	\$23.15
10	\$16.81	\$17.15	\$17.50	\$17.87	\$18.20	\$18.58	\$18.95	\$19.32	\$19.74	\$20.09	\$20.50	\$21.33	\$22.65	\$24.99
11	\$18.17	\$18.55	\$18.91	\$19.27	\$19.68	\$20.06	\$20.46	\$20.85	\$21.30	\$21.71	\$22.15	\$23.03	\$24.46	\$27.00
12	\$19.65	\$20.01	\$20.43	\$20.83	\$21.27	\$21.66	\$22.11	\$22.55	\$23.00	\$23.49	\$23.94	\$24.92	\$26.42	\$29.19
13	\$21.22	\$21.62	\$22.06	\$22.50	\$22.95	\$23.43	\$23.88	\$24.38	\$24.86	\$25.35	\$25.85	\$26.90	\$28.55	\$31.50
14	\$22.05	\$22.48	\$22.93	\$23.39	\$23.86	\$24.34	\$24.84	\$25.33	\$25.84	\$26.36	\$26.87	\$27.97	\$29.67	\$32.75

<sup>1</sup> Note that steps may not correspond to number of years of employment.

<sup>1</sup> Step 12 = EE advances from Step 10 to Step 12 after 4160 hours paid

<sup>1</sup> Step 15 = EE advances from Step 12 to Step 15 after 6240 hours paid

<sup>1</sup> Step 20 = EE advances from Step 15 to Step 20 after 10,400 hours paid

## **APPENDIX C**

### **HEALTH INFORMATION SERVICES (HIS) TRANSCRIPTION INCENTIVE PAY POLICY**

1. Effective date: Commences with new USW contract (first calendar quarter of 2016).
2. Eligible USW Transcriptionists: All HIS I Transcriptionists editing in the medical transcription system. Transcriptionists editing in the radiology transcription system and those editing in the electronic health record (EHR) system are excluded from this policy.
3. Professional, considerate, non-competitive behavior will continue to be a requirement. HIS Transcriptionists will answer phone calls and handle routine requests, etc.
4. HIS Transcriptionists are required to maintain a minimum quality score of 98 of 100 possible points.
5. Pay levels are as follows:

Transcriptionist Level	Pay Grade	Hourly Line Rate	Incentive Rate	Home-based Option
Level 1*	Grade 10*	200+	NA *	NA *
Level 2	Grade 9	200-229 lines/hr	None	No
Level 3	Grade 10	230-279 lines/hr	\$.015/line above 230	Yes
Level 4	Grade 11	280+ lines/hr	\$0.035/line above 280	Yes

\*New hire, in training, up to 6 months

6. The Pay level and corresponding Pay Grade (base rate) will be computed quarterly, based on the average hourly line rate for the individual Transcriptionist. Any adjustments between Pay Grades, up or down, will be step for step. For example; if a Level 3 Transcriptionist is currently in Grade 10 on Step 3 and increases productivity to be eligible for Level 4 Transcriptionist, that transcriptionist will be placed in Grade 11 on Step 3.
7. Employees are expected to honor the principle of "A fair day's work for a fair day's pay". Transcriptionists will not, under any circumstance, obtain dictation under false pretenses or add falsely to their line count to increase their wage.
8. The employee shall notify the Employer of an error in incentive pay prior to the end of the next period. Cases of intentional manipulation or dishonesty by an employee will be dealt with by the Employer at the time of discovery, which could result in disciplinary action up to and including termination.
9. Non-productive hours are those hours in which Transcription duties cannot be performed and include: department meetings or training sessions, system downtime (at the fault of the Employer), and other situations at the discretion of the Manager or Supervisor. These hours will be paid at the base rate.

## **APPENDIX D**

### **Job Groupings**

#### **DC Main – Pay Range 2**

#### **DC Main – Pay Range 3**

<u>Title</u>	<u>Department</u>	<u>Previous Title</u>
Nutrition Services Assistant	Catering	Assistant-Food Service
Nutrition Services Assistant	Nutrition Services	Cashier

#### **DC Main – Pay Range 4**

#### **DC Main – Pay Range 5**

<u>Title</u>	<u>Department</u>	<u>Previous Title</u>
Cook	Nutrition Services	Food Service Cook
Hospitality Clerk	Revenue Cycle Admin	Receptionist-Business Services
Mailroom Clerk	Revenue Cycle Admin	Clerk-Business Service Center
		Mail/Supply
Supply Chain Clerk	Mailroom	Clerk-Distribution/Delivery
Mailroom Clerk	Patient Accounts	Clerk-Mail Processing
Mailroom Clerk	Mailroom	Clerk-Mail Room
Document Imaging Representative	Health Information Services	Clerk-Medical Records
Courier	Specimen Procurement-IL	Messenger

#### **DC Main – Pay Range 6**

<u>Title</u>	<u>Department</u>	<u>Previous Title</u>
Supply Chain Clerk	Logistics	Clerk-Central Distribution
Revenue Services Assistant	Professional Coding	Clerk-Charge Entry
Revenue Services Assistant	Ambulatory Accounts	Clerk-Claims Support
Revenue Services Assistant	Managed Care Support	Clerk-Data Entry
Administrative Assistant	Environmental Services	Clerk-Office-Environmental Services
Revenue Services Assistant	Hospital Billing East Non-CAH	Clerk-Hospital Billing
Hospitality Clerk	Information Desk	Clerk-Hospitality/Information Desk
Nutrition Services Clerk	Nutrition Services	Clerk-Nutrition Services
Courier	Mailroom	Courier
Health Information Services Assistant	Transcription	Assistant-Health Information Services
Mailroom Clerk-Team Lead	Mailroom	Team Leader-Mail Room
Document Imaging Representative	Purchasing	Clerk-Document Archive

#### **DC Main – Pay Range 7**

<u>Title</u>	<u>Department</u>	<u>Previous Title</u>
Respiratory Care Assistant	Respiratory Care Service	Assistant-Respiratory Care
Document Imaging Representative	Health Information Services	Clerk-EMR Imaging
Courier	Prescription Service Center	Courier-Pharmacy
Telecommunications Operator	Switchboard	Operator-Switchboard & Med Direct

Environmental Services Technician  
Document Imaging Representative

Environmental Services  
Payment Posting

Environmental Service  
Employee  
Representative-Document  
Imaging

DC Main – Pay Range 8

Title

Administrative Assistant  
Patient Access Assistant  
Document Imaging Representative  
Care Management Assistant

Department

Library  
Multiple Departments  
Radiology Support  
Population Care Management

Previous Title

Assistant-Library  
Assistant-Patient Service  
Assistant-Patient Service  
Assistant-Population Care  
Management  
Assistant-Storekeeper  
Educator-Coding  
Technician-Monitoring  
Transcriptionist-RX Refill  
Assistant-Patient Service  
Representative-Patient Care

Storekeeper  
Coding Assistant  
Monitoring Technician  
Transcriptionist  
Department Coordinator  
Patient Access Assistant

Nutrition Services  
Hospital Coding  
PCCU Monitor Techs  
RX Refill  
Rehab Management  
Podiatry

DC Main – Pay Range 9

Title

Patient Access Representative

Department

Registration

Previous Title

Assistant-Patient  
Registration  
Assistant-Radiology  
Assistant-Rehabilitation  
Services  
Consultant-Aesthetic  
Coordinator-Billing-Hospice  
Representative-Patient  
Access  
Assistant-Neighborhood  
Clinic Services  
Phlebotomist  
Representative-A/R Follow-  
up  
Representative-Hospital  
Billing  
Representative-Payment  
Posting  
Representative-Radiology  
Scheduler-Rehab Superior  
Scheduler-SMDC Medical  
Center  
Specialist-Health  
Information  
Storekeeper-Materials  
Management  
Representative – Pre-  
admission  
Representative – Pre-  
registration

Radiology Assistant  
Rehabilitation Services Aide

CAT, MRI  
Rehab Administration

Aesthetic Consultant  
Billing Representative  
Patient Access Representative

Skin Renewal Clinic  
HomeCare/Hospice CBO  
Registration

Patient Access Representative

Multiple Departments

Phlebotomist  
Billing Representative

Phlebotomy  
Ambulatory Accounts

Billing Representative

Hospital Billing East Non-CAH

Payment Posting Representative

Payment Posting

Patient Access Representative  
Patient Scheduler  
Patient Scheduler

Radiology Support  
Rehab Administration  
MDRC Prof & Support

Health Information Services  
Representative  
Storekeeper

Health Information SVCS  
Logistics

Preregistration Representative

Pre-Encounter

Preregistration Representative

Pre-Encounter

DC Main – Pay Range 10

Title

Abstractor  
Audiology Assistant  
Pathology Processing Assistant

Department

EPIC Abstractor  
Audiology, Hearing Aid Center  
Pathology – IL

Previous Title

Abstractor-EPIC  
Assistant-Audiology  
Assistant-Pathology



Preprocedure Assessment Assistant	Pre Proc Assessment	Processing Assistant – Pre-procedure Assessment
Workers Compensation Assistant	Workers Comp Office	Assistant-Work Comp Contested Claims
Ophthalmic Assistant (Non-Certified) Department Coordinator	Ophthalmology Multiple Departments	Assistant-Ophthalmic Coordinator-Cardiovascular Lab
Patient Access Representative	Amberwing	Coordinator-Intake-Amberwing
Nutrition Services Coordinator Health Unit Coordinator Department Coordinator	Catering,Nutrition Services Multiple Departments Environmental Services	Coordinator-Food Service Coordinator-Health Unit Coordinator-Environmental Services
Department Coordinator	Nutrition Services	Coordinator-Office-Nutrition Services
Staff Scheduling Coordinator Patient Care Coordinator	Outreach Support Staff Patient Care Contact Center and Essentia Nurse Care Line	Coordinator-Outreach Coordinator-Patient Care
Patient Scheduler	Rad Oncology Ancillary	Coordinator-Scheduling-Rad-Onc
Aesthetician Optician (Non-Certified) Patient Account Representative	Skin Renewal Clinic Optical Shop Patient Accounts	Aesthetician Optician Representative-Patient Account
Financial Counselor	Financial Clearance Department	Representative – Pre-Service Financial Counseling
Patient Scheduler	Cardiology	Scheduler-Heart & Vascular Center
Patient Scheduler Transcriptionist Clinical Assistant (Non-Certified)	Multiple Departments Multiple Multiple	Scheduler-Surgery Transcriptionist Assistant-Clinical/Non-Certified
Department Coordinator Administrative Assistant Patient Scheduler Patient Scheduler Patient Scheduler	Multiple Departments Maintenance Interventional Pain CTR Radiology Support Radiology Support	Secretary-Department Secretary-Department Secretary-Department Rep-Radiology Scheduler-MSK Ultrasound
Department Coordinator	Gastroenterology	Coordinator-Digestive Health
Specialty Pharmacy Navigator Care Management Assistant Monitoring Technician II Behavioral Health Coordinator	Specialty Pharmacy Population Care Pacemaker Clinic MH Adult Partial	CRD-Specialty Pharmacy N/A N/A Coordinator Intake

DC Main – Pay Range 11

<u>Title</u>	<u>Department</u>	<u>Previous Title</u>
Access Coordinator Department Coordinator	Managed Care Support Multiple	Access Coordinators Coordinator-Cardiovascular Lab
Clinical Assistant (Certified) Health Unit Coordinator EPSTP Coordinator Department Coordinator	Multiple Departments Endoscopy & Surgery Acute Chronic Disease MGMT Trauma Program	Assistant-Clinical Coordinator-Control Desk Coordinator-EPSTP Coordinator-Office-Trauma Program
Department Coordinator	Maintenance	Coordinator-Preventive Maintenance

Staff Scheduling Coordinator	Nursing Staffing Office	Coordinator-Scheduling-Nursing
Staff Scheduling Coordinator	Nursing Staffing Office	Coordinator-Staffing-Nursing
Optician (Certified) Department Coordinator	Optical Shop Population Care Management	Optician-Certified Coordinator-Population Care Mgmt Data Representative-Utilization Management
Utilization Management Representative Patient Scheduler Department Coordinator	Utilization Management  Surgery Acute Medical Staff Office	Scheduler-Advance CRD-Medical Staff Services
Storekeeper II Patient Placement Assistant	Logistics Patient Placement	N/A Assistant-Patient Placement

DC Main – Pay Range 12

<u>Title</u>	<u>Department</u>	<u>Previous Title</u>
Clinical Research Assistant	Clinical Trials – Indirects and CCOP	Assistant-Clinical Research
Professional Coder (Non-Certified)	Professional Coding	Coder-Professional – Non- certified
Ophthalmic Assistant (Certified)	Ophthalmology	Assistant-Certified Ophthalmic
Outpatient Coder (Non-Certified)	Hospital Coding	Coder-Outpatient – Non- certified
Pharmacy Coordinator	EH Pharmacy	Coordinator-Pharmacy Bus/Info Systems
Credentialer Department Coordinator	Medical Staff Office Facility Planning & Architect	Credentialer Coordinator-Facilities Department

DC Main – Pay Range 13

<u>Title</u>	<u>Department</u>	<u>Previous Title</u>
Professional Coder (Certified)	Professional Coding	Coder-Professional Certified
Outpatient Coder (Certified CCS,CPC,CPC-H,RHIA or RHIT)	Hospital Coding	Coder-Outpatient-Certified (CCS, CPC, CPC-H, RHIA or RHIT)
Inpatient Coder (Non-certified)	Hospital Coding and Professional Coding	Coder-Inpatient-Non- certified
Department Coordinator	EPIC Abstractor	Coordinator-Epic Abstracting
Document Imaging Coordinator Behavioral Health Coordinator Department Coordinator	Health Information Services Behavioral Health Admin Health Information Services	Coordinator-EMR Imaging Coordinator-Managed Care Coordinator-Health Information Specialist
Data Integrity Coordinator Data Quality Coordinator Cancer Registrar	Transcription Transcription Cancer Registry	CRD-Data Integrity CRD-Department Registrar-Cancer

DC Main – Pay Range 14

<u>Title</u>	<u>Department</u>	<u>Previous Title</u>
Inpatient Coder (Certified CCS, RHIA,CIC or RHIT)	Hospital Coding and Professional Coding	Coder-Inpatient-Certified (CCS, RHIA or RHIT)

Job Titles with no Incumbents as of 2/1/2010 and updated on 10/21/15

Dishwasher  
Barista

Assistant – Cook  
Clerk – File  
Clerk – Library  
Clerk – Record Analysis  
Clerk – Admissions  
Clerk – Patient Indexing  
Clerk – Distribution – Superior  
Receptionist – SMMC  
Assistant – Release of Information  
Assistant – Pharmacy  
Assistant – Coding  
Assistant – Coding/Business Services  
Assistant – Materials Management  
Assistant – Mammography Database  
Assistant – Office – Wound Care  
Assistant – Office - Wound Care  
Assistant – Mail Room  
Associate – Customer Service  
Assistant - Transcription  
Clerical – Team Leader – SM  
Clerk – Incomplete Records  
Clerk – Lab  
Clerk – Office  
Clerk – Pharmacy  
Clerk – Pre-procedure Documentation  
Clerk – Radiology Team Leader  
Clerk – Record Analysis Team Leader  
Clerk – Typist  
Clerk – Discharge Superior  
Clerk – Surgery Sterile Processing  
Cook/Café – Team Leader  
Coordinator – Deposition/IME  
Collector  
Financial Counselor  
Coordinator – RX Refill  
Representative – Pre-Billing Reports  
Assistant – Ambulatory Coding  
Assistant – EPIC Abstractor  
Assistant – Patient Services Team Leader  
Engineer – Maintenance  
Utility Engineer  
Assistant – Materials Management  
Assistant – Vascular  
Coordinator – Hospice Billing  
Coordinator – Laboratory Supply  
Associate – Customer Service Review  
Assistant – Administrative  
Assistant – Clinical Team Leader  
Coordinator – Denials and Appeals  
Coordinator – Distribution/Delivery  
Coordinator – Customer Service  
Coordinator – Office  
Coordinator – Oncology Reimbursement  
Coordinator – HIS Project  
Coordinator – Office Service  
Coordinator – Phlebotomy  
Trainer – Transcription  
Coordinator – Production/CME Design  
Coordinator – Registration  
Scheduler – Surgery Team Leader

Secretary – Scheduler – Specialty Clinics  
 Assistant – Staffing  
 Coordinator – Medical Equipment Service  
 Coordinator – Nursing Database  
 Representative – Coding Resolution  
 Coordinator – Credentialing Database  
 Coordinator – Medical Education Database  
 DEXA Scanner  
 Coder – Anesthesia – Non-certified  
 Coder – Anesthesia – Certified  
 Credentialing Coordinator  
 Clerk – Coding Provider Based Billing  
 Clerk – EMR Processing  
 Clerk – Medical Records – Distribution  
 Coordinator – Forms  
 Coordinator – MSHO Database  
 Coordinator – Project  
 Coordinator– Prescription Care  
 Coordinator – Processing Incomplete Record  
 Secretary – Pathology – Lead  
 Assistant – Mammography Database  
 Assistant– Preventative Cardiology Support  
 Assistant – Infection Control  
 Coordinator – Bakery  
 Coordinator – Patient Bed Request  
 HIS Forms Coordinator  
 Scheduler – Miller Dwan & Radiology Outpatient  
 Coordinator– Prescription Care  
 Secretary – Incomplete Records  
 Secretary – Release of Information  
 Clerk – RX Refill  
 Representative – Health Check/CT Check  
 Pre-Admission Benefit Verification Rep  
 Representative – Vital Records  
 Representative – Provider Based Health Claims  
 Interviewer – Registration  
 Representative – Health Claims  
 Registration – Team Leader  
 Attendant-Patient Services  
 Project Worker-Environmental Services Lead  
 Clerk-Radiology  
 Facilitator Care  
 Representative-Billing/Charge Entry  
 Representative-Breast Health Center Support  
 Representative-Chronic Disease Management  
 Scheduler-Radiology Outpatient  
 Coordinator-Plastic Surgery  
 Scheduler-Interventional Radiology  
 Representative-Health-Outreach  
 Coordinator-Access-Rehab  
 Coordinator-Hospitalist & Palliative Care  
 Coder-Inpatient/Outpatient-Non-Certified  
 Sous Chef  
 Coder-Inpatient/Outpatient-Certified (CCS, RHIA or RHIT)  
 Coordinator-Transcription  
 Coordinator-Intake-CD  
 Assistant-Pacemaker/ICD EP



Title: Family and Medical (FMLA) Leave

Policy #: EHADM1011

Approval Body: Essentia Health Leadership Team

Last Review Date: 7/9/2019

Page 1 of 10

Review Cycle: Every 3 years

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

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**Purpose:**

- I. To provide guidance regarding time off to eligible employees for medical leave, family medical, parenting, military exigency and military caregiver leave. To describe the process and responsibilities of employees and supervisors/managers to ensure proper completion of leave requests and documentation of leave.

**Definitions:**

- I. **Family Member** – For purposes of family medical leave, only the following qualify as “Family Members”:
  - A. **Child** – means the employee’s biological, adopted, or foster child, stepchild, legal ward, or a child for whom the employee acts as parent. The child must be either: (1) under 18 years of age or (2) 18 years of age or older and incapable of self-care due to a mental or physical disability.
  - B. **Parent** – means the biological parent of an employee or an individual who acted as a parent to the employee when the employee was a child. “Parent” does not include parents-in-law.
  - C. **Spouse** – means an employee’s current husband or wife as defined or recognized under applicable state laws relating to marriage.
- II. For purposes of Military Caregiver leave:
  - A. The term “**covered service member**” means:
    1. a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury, or
    2. a veteran who is undergoing medical treatment, recuperation, or therapy, for a serious illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation or therapy.
  - B. The term “**serious injury or illness**”:
    1. in the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member’s active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member’s office, grade rank or rating; and

2. in the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered servicemember, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on an active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in the line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

**C. Son or Daughter of Covered Servicemember**, only the following qualify:

A Covered Servicemember's biological, adopted, or foster child, stepchild, legal ward, or a child for whom the Covered Servicemember stood in loco parentis, and who is of any age.

**D. Parent of a Covered Servicemember**, only the following qualify:

A Covered Servicemember's biological, adoptive, step or foster father or mother, or any other individual who stood in loco parentis to the Covered Servicemember, but does not include "parents-in-law".

**E. Next of Kin of a Covered Servicemember**, only the following qualify:

The nearest blood relative of a Covered Servicemember (other than his/her spouse, parent, son, daughter), in the following priority order:

1. A blood relative designated in writing by the servicemember as his/her nearest blood relative for purposes of caregiver leave;
2. Blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions;
3. Brothers and sisters;
4. Grandparents;
5. Aunts and uncles; and
6. First cousins.

**III. Health Care Provider** – Health Care Provider includes the following:

- A. Doctors of medicine or osteopathy authorized by the state to practice medicine or surgery;
- B. Physician assistants performing within the scope of their practice, as defined under state law.
- C. Podiatrists, dentists, clinical psychologists, optometrists and chiropractors (limited to manual manipulation of the spine) authorized to practice and performing within the scope of their practice, as defined under state law.
- D. Nurse practitioners, nurse mid-wives and clinical social workers authorized to practice and performing within the scope of their practice, as defined under state law; or
- E. Christian Science practitioners listed with the First Church of Christ, Scientist in Boston, Mass. (Per Wisconsin Statute).

**IV. For purposes of military caregiver leave - only the following providers can certify the leave:**

- A. A Department of Defense (DOD) Health Care Provider;
- B. A Veterans Affairs (VA) Health Care Provider;
- C. A Department of Defense (DOD) TRICARE network authorized private Health Care Provider; or
- D. A Department of Defense (DOD) non-network TRICARE authorized private Health Care Provider.

**V. Intermittent Leave** – means a leave that is not continuous, but is taken in separate blocks of time due to a medical necessity which means medical need for leave versus voluntary Treatment and procedures. If leave is intermittent or reduced schedule, employee's Health Care Provider must state that such leave is medically necessary and explain why.

VI. **Reduced Schedule Leave** – means a leave schedule that reduces the employee's usual number of working hours per workweek or per workday.

VII. **Serious Health Condition** – means an illness, injury, impairment, or physical or mental condition that involves: (1) inpatient care in a hospital, hospice, or residential medical care facility, including any period of incapacity or any subsequent Treatment in connection with the inpatient care; or (2) continuing Treatment by a Health Care Provider. A Serious Health Condition involving continuing Treatment by a Health Care Provider includes any one or more of the following:

- A. A period of incapacity lasting more than three full consecutive calendar days and any subsequent Treatment or period of incapacity relating to the same condition, that also involves:
  - 1. Treatment at least once within 7 days of first day of incapacity by a Health Care Provider or nurse under the direct supervision of a Health Care Provider, or by a provider of health care services under the orders of, or on referral by, a Health Care Provider; or
  - 2. Treatment initiated by a Health Care Provider during first Treatment or a second in-person visit for Treatment within 30 days of first day of incapacity;
- B. Any period of incapacity due to pregnancy or for pre-natal care;
- C. Any period of incapacity or Treatment for such incapacity due to a chronic Serious Health Condition. A chronic Serious Health Condition is one which:
  - 1. Requires at least twice per year Treatment by a Health Care Provider, or by a nurse under the direct supervision of a Health Care Provider;
  - 2. Continues over an extended period of time (including recurring episodes of a single underlying condition); and
  - 3. May cause episodic rather than a continuing period of incapacity (for example, asthma, diabetes or epilepsy);
- D. A period of incapacity which is permanent or long term due to a condition for which Treatment may not be effective (such as Alzheimer's, a severe stroke, or the terminal stages of a disease), where only continuing supervision of a health care professional is required, rather than active Treatment; or
- E. Any absences to receive multiple Treatments for or recover from restorative surgery or for a condition which would likely result in a period of incapacity of more than three full consecutive calendar days if not treated (such as chemotherapy or radiation treatment for cancer, physical therapy for severe arthritis, or dialysis for kidney disease).

VIII. **Treatment** – includes, but is not limited to, examinations to determine if a Serious Health Condition exists and evaluations of the condition. Treatment does not include routine physical examinations, eye examinations, or dental examinations. A **"regimen of continuing treatment"** for the purposes of family or medical leave includes, for example, a course of prescription medication or therapy requiring special equipment to resolve or alleviate a health condition. Activities that can be initiated without a visit to a Health Care Provider, such as over-the-counter medications, bed rest, drinking fluids, exercise, and other similar activities, are not, by themselves, sufficient to constitute a regimen of continuing treatment for the purpose of family or medical leave.

IX. **Year (or 12-month period for leave)** – The **"Year"** is a 12-month period of time measured backward from the date an employee's leave begins. For example, an eligible employee begins his/her first family or medical leave on April 4, 2011. This employee has not used any family or medical leave during the preceding 12 months, from April 4, 2011 back to April 4, 2010 and has worked 1,000 hours during that time. This employee therefore is entitled to up to 12 weeks of family or medical leave as of April 4, 2011.

X. **Military Qualifying Exigency** – includes any one or more of the following non-medical, non-routine activities and no others:

- A. Short-notice deployment activities;
- B. Military events and related activities;
- C. Childcare and school activities;

- D. Financial and legal arrangements;
- E. Counseling activities;
- F. Rest and recuperation activities;
- G. Post-deployment activities; and/or
- H. Additional activities.

XI. **“Call to Active Duty Status”** – is military duty under a call or order to active duty in support of a contingency operation pursuant to Section 688, Section 12301(a), Section 12302, Section 12304, Section 12305, Section 12406, or Chapter 15 of Title 10 of the United States Code, or pursuant to any other law during a war or during a national emergency declared by the President or Congress as long as it is in support of a contingency operation. The military member must be a member of the National Guard or Reserve. Employees may not take leave if the family member is in the Regular Armed Forces except certain retired members of the Regular Armed Services.

### **Policy:**

Essentia Health will grant eligible employees leave for parenting, family medical and employee medical needs in accordance with applicable state and federal law. The policy and procedure will be construed to comply with the applicable provisions of the federal Family and Medical Leave Act (FMLA), the Minnesota Parenting Leave Act and the Wisconsin Family and Medical Leave Act.

- I. Maximum Length of a Leave of Absence: Employees may request up to twelve (12) weeks inclusive of any paid time. Any time requested greater than twelve (12) weeks is discretionary and approval by the department manager and Human Resources is required.
- II. Engaging in Other Employment While on Leave of Absence: If an employee engages in other employment while on leave without the written consent of Essentia Health, he/she shall be deemed to have resigned his/her employment.
- III. Miscellaneous: Essentia Health may:
  - A. Request documentation or additional information regarding a leave request as permitted by the FMLA or any applicable state or federal law;
  - B. Deny a leave request if it does not comply with the provisions of this policy or FMLA or any applicable state or federal law; and
  - C. Terminate the employment of an employee who does not return to work at the end of an authorized leave, or who falsifies or misrepresents any facts to obtain any leave.

### **IV. Eligibility:**

- A. East Market Employees: All East Market employees who have been employed at Essentia Health for one (1) year and have worked at least one thousand (1,000) hours during the preceding twelve (12) month period are eligible to take leave for qualifying reasons. The year is a twelve (12) month period measured backward from the date on which an employee's leave begins. (MN employees who work at least a half-time equivalent during the preceding twelve (12) month period are eligible to take parenting leave pursuant to the Minnesota Parental Leave Act.)
- B. Central/West Market Employees: All Central/West Market employees who have been employed at Essentia Health for one (1) year and have worked at least one thousand two hundred fifty (1,250) hours during the preceding twelve (12) month period are eligible to take leave for qualifying reasons. The year is a twelve (12) month period measured backward from the date on which an employee's leave begins. (MN employees who work at least a half-time equivalent during the preceding twelve (12) month period are eligible to take parenting leave pursuant to the Minnesota Parental Leave Act.)

### **V. Reinstatement for employees:**



- A. If the employee returns from his/her FMLA leave prior to or immediately following the scheduled end of the leave, in most cases the employee will be reinstated to his/her former position or, if it is not available, to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. The employee will retain any employment benefits that were accrued before the leave, other than paid time used during the leave.
  - B. If the employee fails to return from his/her FMLA leave immediately following the scheduled end of the leave without submitting a written request for, and being granted, an extension of the leave, or if the employee fails to return to work immediately after exhausting his/her twelve (12)-week FMLA leave entitlement, the employee will not be entitled to automatic reinstatement; instead, the employee may apply for any open positions for which he/she is qualified.
- VI. Benefit coverage: For up to twelve (12) weeks of FMLA leave, Essentia Health will pay the same percentage of group health and dental insurance premiums as it would have paid if the employee were not on leave. Essentia Health will also continue to provide group life insurance and long-term disability benefits for up to twelve (12) weeks of FMLA leave. The employee must continue to pay his/her usual percentage of the premiums to maintain coverage. The employee must contact Human Resources to arrange the method of payment for continued insurance coverage before beginning the leave.
- VII. Types of Leave: Eligible employees may be granted FMLA leave for up to twelve (12) weeks in a twelve (12) month period for the following reasons:
- A. **PARENTING LEAVE**: Eligible employees may take leave:
    - 1. For the birth of the employee's child and to care for the newborn child immediately following the birth; or
    - 2. For the placement of a child with the employee for adoption or foster care.
      - a. **Special Rules**:  
Certification – For birth of employee's child, Essentia Health requires a certification form to be completed by the employee's/spouse's Health Care Provider. For placement of a child, the employee must provide a copy of the supporting adoption or foster care documentation. The employee has the responsibility to have this form completed and returned to Essentia Health. The employee must return the completed certification form to Essentia Health within fifteen (15) calendar days after Essentia Health requests it. If the employee fails to do so, the parenting leave may be denied or terminated until Essentia Health receives a properly completed certification form.
- Timing - Parenting leave must be concluded no later than twelve (12) months after the date of the birth or placement for adoption or foster care except when the newborn must remain in the hospital longer than the mother, in which case the leave may begin up to six (6) weeks after the newborn leaves the hospital.
- Total Parenting Leave if Both Spouses Work at Essentia Health - If both the employee and his/her spouse are employed by Essentia Health, the aggregate number of workweeks of parenting leave the couple may take in a year is limited to a total of twelve (12) weeks (rather than 12 weeks for each spouse).
- Leave Schedule - Parenting leave must be a single continuous block of time rather than intermittent or on a reduced schedule, unless the leave is taken due to the mother's Serious Health Condition or the newborn child's Serious Health Condition. If leave is requested on an intermittent or reduced schedule basis, the employee may be required to transfer temporarily to an alternative position with equivalent pay and benefits which better accommodates Essentia Health's operational needs.

- b. **Required notification of the need for parenting leave:** The employee must give his/her supervisor notice at least thirty (30) days before the parenting leave is to begin. If the date of the birth or placement requires leave to begin in less than thirty (30) days, the employee must give notice as soon as practicable before the leave is to begin.

If employee fails to give 30 days notice, Essentia Health may require explanation of why 30 days advance notice was not practicable; if timely notice is not given, the period of delay counts as non-FMLA absence.

- c. **Paid time off during parenting leave:** For the duration of the approved continuous leave, employees will be required to use available paid time off (vacation, PTO, etc.), but may retain a balance of eighty (80) hours of paid time off. Any remaining approved leave will be unpaid.
- d. Leave for which the employee is eligible under both state law and FMLA shall run concurrently.
- e. Intermittent leave is not available for parenting leave.

**B. FAMILY MEDICAL LEAVE:** Eligible employees may take family medical leave:

- 1. To care for the employee's spouse, dependent child or parent (but not parent-in-law) who has a Serious Health Condition.

- a. **Special Rules:**

Health Care Provider certification (WH-380-F) - Essentia Health requires a certification form to be completed by the family member's Health Care Provider. The employee has the responsibility to have this form completed and returned to Essentia Health. The employee must return the completed certification form to Essentia Health within fifteen (15) calendar days after Essentia Health requests it. If the employee fails to do so, the family medical leave may be denied or terminated until Essentia Health receives a properly completed certification form.

Intermittent or Reduced Leave Schedule – Family medical leave may be taken on an intermittent or reduced leave schedule if the Health Care Provider certifies that such a schedule is medically necessary for the family member. If leave is requested on an intermittent or reduced schedule basis, the employee may be required to transfer temporarily to an alternative position with equivalent pay and benefits which better accommodates Essentia Health's operational needs.

Second Opinion - Essentia Health may require the employee (and family member) to obtain a second medical opinion at Essentia Health's expense. If the second medical opinion differs from the certification of the family member's Health Care Provider, Essentia Health may, at its own expense, require the employee (and family member) to obtain the opinion of a third Health Care Provider, to be chosen jointly by the employee and Essentia Health. The third opinion will be final and binding.

Re-certification – Essentia Health may request the employee to obtain re-certification of the need for leave from the employee's Health Care Provider every six (6) months or more frequently if there is a "significant change" in the employee's usage of FMLA hours during the leave. The employee must obtain and return the completed certification form to Essentia Health within fifteen (15) calendar days after Essentia Health requests re-certification.

- b. **Foreseeable Leave and Required Notification:** In any case in which the need for leave is foreseeable based upon planned medical Treatment, the employee must:

- i. make a reasonable effort to have the family member schedule Treatment so as not to unduly disrupt the operations of the employee's department, and
  - ii. give his/her supervisor notice at least thirty (30) days before the date the medical Treatment and/or the leave is to begin, or
  - iii. give notice as soon as practicable before the Treatment is to begin, if Treatment must begin in less than thirty (30) days.
  - iv. If an employee fails to give 30 days notice, Essentia Health may delay the taking of the leave until at least 30 days after the date the employee provides notice to the employer of the need for leave. or,
  - v. If employee fails to give 30 days notice, Essentia Health may require explanation of why 30 days' advance notice was not practicable; if timely notice is not given, the period of delay counts as non-FMLA absence.
- c. **Paid time off during family medical leave:** For the duration of the approved continuous leave, employees will be required to use available paid time off (vacation, PTO, etc.), but may retain a balance of eighty (80) hours of paid time off. Any remaining approved leave will be unpaid. Employees will be required to use available paid time off (vacation, PTO, etc.) until exhausted for the duration of any approved intermittent leave.

**C. MEDICAL LEAVE:** Eligible employees may take medical leave:

1. For the employee's own Serious Health Condition, including a work-related injury or illness, that renders the employee unable to perform the functions of his/her job.

a. **Special Rules:**

Health Care Provider certification (WH-380-E) - Essentia Health requires a certification form to be completed by the employee's Health Care Provider. The employee has the responsibility to have this form completed and returned to Essentia Health. The employee must return the completed certification form to Essentia Health within fifteen (15) calendar days after Essentia Health requests it. If the employee fails to do so, the medical leave may be denied or terminated until Essentia Health receives a properly completed certification form.

Intermittent or Reduced Leave Schedule – Medical leave may be taken on an intermittent or reduced leave schedule if the Health Care Provider certifies that such a schedule is medically necessary for the employee's Serious Health Condition. If leave is requested on an intermittent or reduced schedule basis, the employee may be required to transfer temporarily to an alternative position with equivalent pay and benefits which better accommodates Essentia Health's operational needs.

Second Opinion - Essentia Health may require the employee to obtain a second medical opinion at Essentia Health's expense. If the second medical opinion differs from the certification of the employee's Health Care Provider, Essentia Health may, at its own expense, require the employee to obtain the opinion of a third Health Care Provider, to be chosen jointly by the employee and Essentia Health. The third opinion will be final and binding.

Re-certification – Essentia Health may request the employee to obtain re-certification of the need for leave from the employee's Health Care Provider every six (6) months or more frequently if there is a "significant change" in the employee's usage of FMLA hours during the leave. The employee must obtain and return the completed certification form to Essentia Health within fifteen (15) calendar days after Essentia Health requests re-certification.

Return to Work Clearance - Essentia Health requires certification from a Health Care Provider that the employee is able to resume work before the employee may actually

return to work following a medical leave. An employee will not be reinstated following a medical leave until the employee submits this certification.

- b. **Foreseeable Leave and Required Notification:** In any case in which the need for leave is foreseeable based upon planned medical Treatment, the employee must:
  - i. make a reasonable effort to schedule Treatment so as not to unduly disrupt the operations of the employee's department, and
  - ii. give his/her supervisor notice at least thirty (30) days before the date the medical Treatment and/or leave is to begin, or
  - iii. give notice as soon as practicable before the Treatment is to begin, if Treatment must begin in less than thirty (30) days.
  - iv. If an employee fails to give 30 days notice, Essentia Health may delay the taking of the leave until at least 30 days after the date the employee provides notice to the employer of the need for leave. Or,
  - v. If employee fails to give 30 days notice, Essentia Health may require explanation of why 30 days' advance notice was not practicable; if timely notice is not given, the period of delay counts as non-FMLA absence.
- c. **Paid time off during medical leave:** For the duration of an approved continuous leave, employees will be required to use available paid time off (vacation, PTO, etc.), but may retain a balance of eighty (80) hours of paid time off. Any remaining approved leave will be unpaid. Employees will be required to use available paid time off (vacation, PTO, etc.) until exhausted for the duration of any approved intermittent leave.
- d. **Reinstatement:** The employee must submit a return to work certification in addition to meeting the requirements of Policy section V above.

D. **MILITARY EXIGENCY LEAVE:** Eligible employees may take exigency leave as described below:

- 1. Leave to allow an employee who has a spouse, son or daughter, or parent in the Regular Armed Forces, National Guard or Reserves to take FMLA leave due to a Military Qualifying Exigency resulting from the covered family member's active military duty or Call to Active Duty Status.

a. **Special Rules:**

Certification of Qualifying Exigency (WH-384) - Essentia Health requires a certification form to be completed by the employee. The employee has the responsibility to complete and return this form to Essentia Health. The employee must return the completed certification form to Essentia Health within fifteen (15) calendar days after Essentia Health requests it. If the employee fails to do so, the exigency leave may be denied or terminated until Essentia Health receives a properly completed certification form.

Full, Intermittent or Reduced Leave Schedule – Exigency leave may be taken continuously or on an intermittent or reduced leave schedule. Employee may not be transferred to an alternative position while on leave.

Recertification – for exigency leave is not permitted.

- b. **Foreseeable Leave and Required Notification:** In any case in which the need for exigency leave is foreseeable, the employee must:
  - i. Give notice of the need for exigency leave as soon as practicable, depending on the facts and circumstances, regardless of how far in advance such leave is foreseeable.
  - ii. When requesting leave for the first time for a particular exigency related to a particular military member, the employee must provide sufficient supporting information, depending on the situation (e.g., the anticipated timing and duration of leave, that a covered military member is on active duty or Call to Active Duty Status,

and one of the Military Qualifying Exigency reasons).

- c. **Paid time off during exigency leave:** For the duration of an approved continuous leave, employees will be required to use available paid time off (vacation, PTO, etc.), but may retain a balance of eighty (80) hours of paid time off. Any remaining approved leave will be unpaid. Employees will be required to use available paid time off (vacation, PTO, etc.) until exhausted for the duration of any approved intermittent leave.

E. **MILITARY CAREGIVER LEAVE:** Eligible employees may take caregiver leave:

- 1. To allow an employee who is the spouse, son or daughter, parent, or next of kin of a Servicemember in the Regular Armed Forces, National Guard or Reserves (who has incurred a serious injury or illness in the line of duty while on active duty) to take FMLA leave to care for the Servicemember.

- a. **Special Rules:**

Serious Injury or Illness of Covered Servicemember certification (WH-385) – Essentia Health requires a certification form to be completed by the qualified Health Care Provider. The employee has the responsibility to have this form completed and returned to Essentia Health. The employee must return the completed certification form to Essentia Health within fifteen (15) calendar days after Essentia Health requests it. If the employee fails to do so, the military caregiver leave may be denied or terminated until Essentia Health receives a properly completed certification form.

Timing – the maximum amount of caregiver leave is twenty-six (26) weeks in a single 12-month period on a per-Covered Servicemember, per-injury/illness basis, measured forward from the date an employee first takes caregiver leave. During that single 12-month period, caregiver leave is combined with regular FMLA leave and the total cannot exceed 26 weeks.

Full, Intermittent or Reduced Leave Schedule – Caregiver leave may be taken continuously or on an intermittent or reduced leave schedule. Employee may be transferred to an alternative position if leave is foreseeable and for planned medical Treatment.

Re-certification – for caregiver leave is not permitted.

- b. **Foreseeable Leave and Required Notification:** In any case in which the need for leave is foreseeable, the employee must:
  - i. give his/her supervisor at least thirty (30) days advance notice or as soon as practicable before leave is to begin.
  - ii. If employee fails to give 30 days notice, Essentia Health may require explanation of why 30 days' advance notice was not practicable; if timely notice is not given, the period of delay counts as non-FMLA absence.
  - iii. When requesting leave for the first time for a particular injury/illness for a particular Covered Servicemember, the employee must provide sufficient supporting information, depending on the situation (e.g., the anticipated timing and duration of leave, that a Covered Servicemember has incurred a serious injury/illness, and that the Servicemember is in need of care.)
- c. **Paid time off during military caregiver leave:** For the duration of an approved continuous leave, employees will be required to use available paid time off (vacation, PTO, etc.), but may retain a balance of eighty (80) hours of paid time off. Any remaining approved leave will be unpaid. Employees will be required to use available paid time off (vacation, PTO, etc.) until exhausted for the duration of any approved intermittent leave.

**Procedure:** (See also Standard Work listed below)

**Attachments:**

- I. N/A

**Associated Form Numbers:**

- I. N/A

**Standard Work-Related Documents:**

- I. SW-EH-17228 Family and Medical Leave FMLA
- II. For a complete listing of all Essentia/Market Affiliates, see SW-EH-16141

**References:**

- I. N/A

**Retired Policy #:** EHA1011; SMDC HR0009; EHA1012

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**This Section for Policy Administrators Only**

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EHLT 7/9/2019

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