

**COLLECTIVE BARGAINING
AGREEMENT**

between

GROUP HEALTH, INC.

and

**OFFICE AND PROFESSIONAL
EMPLOYEES
INTERNATIONAL UNION
LOCAL 12, AFL-CIO, CLC**

**December 1, 2021 through
November 30, 2024**



December 1, 2021 through
November 30, 2024

COLLECTIVE BARGAINING AGREEMENT
between
GROUP HEALTH, INC.
and
OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION
LOCAL 12, AFL-CIO, CLC

<u>ARTICLE NO.</u>		<u>PAGE</u>
1	UNION RECOGNITION AND UNION SHOP	5
2	COMPANY AUTHORITY	6
3	HOURS OF WORK	6
4	OVERTIME/COMPENSATORY TIME	12
5	TRANSFER OF TITLE	14
6	STRIKE AND LOCKOUT	15
7	VACATIONS	15
8	SICK LEAVE	21
9	HOLIDAYS	28
10	LEAVES OF ABSENCE	32
11	ADOPTION BENEFITS	42
12	FUNERAL/BEREAVEMENT LEAVE	43
13	JURY DUTY	44
14	HEALTH AND WELFARE BENEFITS	45
15	RETIREMENT AND 401(k) PLAN	51
16	PROBATIONARY PERIOD	52
17	SENIORITY	53
18	ON-CALL EMPLOYEES	57
19	JOB BIDDING AND PROMOTIONS	57
20	LAYOFFS	64

21	SHORT-TERM STAFF OVERAGES	71
22	TEMPORARY EMPLOYEES	72
23	STEWARDS	74
24	GRIEVANCE AND ARBITRATION	74
25	CORRECTIVE ACTION & DISCHARGE	77
26	TERMINATION OF EMPLOYMENT	79
27	PAY GRADES & SALARY RANGES	79
28	WEEKEND SHIFT BONUS PAY	94
29	JOB EVALUATION COMMITTEE	96
30	EDUCATIONAL ASSISTANCE	98
31	UNIFORM ALLOWANCE	100
32	SUBCONTRACTING	101
33	LEADS	102
34	REMOTE WORK	104
35	SEVERE WEATHER OR EMERGENCY CLOSING	109
36	TELEPHONE MONITORING	110
37	GENERAL PROVISIONS	111
38	DEFINITIONS	112
39	VOTE CHECK-OFF	113
40	SAFETY	114
41	WORK/LIFE BALANCE LMC	114
42	TERMS OF AGREEMENT	114

LETTERS OF UNDERSTANDING

ISSUES COUNCIL	117
TELEPHONE MONITORING	118
MULTI TASKING	119
STATEMENT OF INTENT	121
CONFIDENTIALITY	122
INCENTIVE PAYMENT	123
SECURITY CAMERAS	125
CLAIMS JOB PROGRESSOIN	127
CREDENTIALING TECHNICAL ASST. JOB PROGRESSION	129

ADDENDA

Addendum A: Full Day Holiday Payment Schedule	131
Addendum B: Christmas Eve Holiday Payment Schedule	133
Addendum C: Failed Trial Period Placement Process	137

LETTERS

Use of Volunteers	140
Emergency Use of Personal Holiday and Vacation Time	141
Schedules and Work Areas	143
Electronic Bidding Tool	144
Insurance LMC	145
On-Call Float LMC	147

FTE Chart located on the back cover

AGREEMENT

By and between GROUP HEALTH, INC., hereinafter referred to as the “Company” or “Employer” and the OFFICE AND PROFESSIONAL EMPLOYEES INTERNATIONAL UNION LOCAL 12, which organization is affiliated with the American Federation of Labor and Congress of Industrial Organizations, the Minnesota State Federation of Labor, AFL-CIO, the Minneapolis Regional Labor Federation, and the St. Paul Regional Labor Federation, hereinafter known as the “UNION.”

PREAMBLE

The intent and purpose of this Agreement is to:

- A. Establish certain hours, wages and other conditions of employment;
- B. Establish procedures for the resolution of disputes;
- C. Place in written form the parties’ agreement upon terms and conditions of employment for the duration of the Agreement.

The Union recognizes the responsibilities imposed upon it as the Bargaining Agent of the Employees and also recognizes the fact that the welfare of the Employees and their opportunity to earn a fair income depends upon the prosperity of the Company. The Union further pledges, on behalf of its members, that they shall perform their work faithfully and diligently.

The parties agree to support a work environment of personal growth, mutual respect, open communication, and personal accountability.

The Union further pledges to support the Company in its efforts to provide the maximum service to its membership at the lowest possible operating cost consistent with fair labor standards and further agrees that it shall do everything in its power to strengthen good will between the Employer, the Union, the Employees and the general public.

ARTICLE 1
UNION RECOGNITION AND UNION SHOP

1.01 Definition. The Employer agrees to recognize the Union as the sole collective bargaining agent at all building locations and clinics for all Employees in the office clerical positions except: Secretaries to the President, Vice-Presidents, Directors, and the Controller; Human Resource Technicians and Support Staff, Payroll Clerks; Assistant to Quality Assessment Committee; and on-the-job training students. In the event of a disagreement between the Employer and the Union in terms of the inclusion or exclusion over new or modified job classifications, the parties agree to submit the dispute to the National Labor Relations Board.

1.02 OPEIU Letters. The Union agrees to provide the Employer with the right to have the letters "OPEIU" stated on all letters and materials developed by the Employees covered by this contract.

1.03 Union Membership. All Employees of the Employer subject to the terms of this Agreement shall, as a condition of continued employment, become and remain members in the Union, and all such Employees subsequently hired shall become members of the Union within thirty-one (31) calendar days, within the requirements of the National Labor Relations Act. Union membership is required only to the extent that Employees must pay either:

- (i) the Union's initiation fees and periodic dues, or (ii) service fees, which in the case of a regular service fee payer shall be equal to the Union's initiation fees and periodic dues and in the case of an objecting service fee payer shall be the proportion of the initiation fees and dues corresponding to the proportion of the Union's total expenditures that support representational activities. The Union Steward shall be notified of all new hires, in Pay Grades A through H, within the first five (5) work days of their employment.

1.04 Dues and Fees Deduction. The Employer agrees to deduct from the second pay check of each month the monthly dues or fees from each Employee who has authorized such deduction in writing. The Employer shall promptly remit such Union dues or fees as are deducted to the representatives of the Union authorized to receive them. Such representatives shall be designated in writing to the Employer by the Union.

1.05 Non-Discrimination and Non-Retaliation. There shall be no discrimination or retaliation on the part of either the Company or Union on any basis prohibited by law.

ARTICLE 2 **COMPANY AUTHORITY**

The Union recognizes that the Employer retains the sole authority and responsibility to manage its business and to direct and supervise the work force including, but not limited to, the right to hire, lay off, discharge, discipline and to make and require compliance to reasonable work rules. The Employer also has the complete authority to determine the methods and manner in which the work is to be done, unless specifically limited by this Agreement.

ARTICLE 3 **HOURS OF WORK**

3.01 Standard Work Week. The standard work week shall consist of five (5) consecutive days in a seven (7) day period. The Employer shall make every effort to maintain a Monday through Friday schedule for full-time Employees hired prior to December 1, 1982.

3.02 Standard Work Day. The standard work day shall consist of seven and one-half (7.5) consecutive hours excluding an unpaid meal period between one-half (0.5) hour and one (1) hour.

3.03 Rest Periods. An Employee shall be entitled to a paid rest period based on their scheduled shift as follows:

- Four (4) hours but less than six (6) hours shall receive one (1) fifteen (15) minute paid rest period;
- Six (6) hours but less than seven (7) hours shall receive one (1) twenty (20) minute paid rest period;
- Seven (7) hours but less than eight and one-half (8.5) hours shall receive two (2) fifteen (15) minute paid rest periods;
- Eight and one-half (8.5) hours or more shall receive two (2) twenty (20) minute paid rest periods.

Employees entitled to two (2) rest periods on one (1) scheduled shift shall receive the first rest period between the starting time and meal period and the second rest period between the meal period and quitting time.

3.04 Meal Periods. An Employee working a scheduled shift of six (6) hours or less may be eligible for an unpaid meal period, upon the mutual agreement of the Supervisor and the Employee. Employees employed before March 1, 2000, shall not have the length of their meal period changed as long as they remain in their current position, unless mutually agreed to by the Employee and the Supervisor. If an Employee is called to duty during their meal period or works through their meal period, they shall record this worked time on their timecard and be paid for this time at the applicable rate of pay.

3.05 Combining Meal and Rest Periods. Employees shall have the ability to combine their meal period and rest periods with Supervisory approval.

3.06 Flex Time. Employees shall have the ability to flex their start and end times with Supervisory approval. Where such flex time cannot be offered to all Employees in a job title within a work area, it shall be offered on the basis of seniority.

Variations in start and end times for emergency reasons may be approved by the Supervisor on a first come, first serve basis and shall not be considered to be flex time.

3.07 Make Up Time. Employees shall be allowed to make up missed work time with Supervisory approval. Such missed work time must be made up within the work week in which it was missed. An Employee who has approval to rearrange their schedule to make up time shall be compensated at the same rate of pay as such missed time.

3.08 Modified Work Week. Modifications of the standard work week and work day described in Sections 3.01 and 3.02 may be established, subject to the following provisions:

- A. No more than forty (40) straight time hours shall be scheduled as part of a modified work week.
- B. An Employee who is substituting for an Employee working a modified work week shall be paid the overtime premium for time worked beyond the scheduled shift normally worked by the Employee on the modified work week schedule.

However, if the substituting Employee normally works thirty-seven and one-half (37.5) hours per week, that Employee shall be paid the overtime premium for time worked beyond thirty-seven and one-half (37.5) hours.

- C. Holidays, sick days, vacations and personal holidays shall be paid based on the hours the Employee is scheduled to work that shift. If the holiday falls on a non-scheduled work day, the work week shall be amended to accommodate the holiday within the pay period which the holiday falls if staffing permits. If staffing does not allow another day off, the Employee shall have time credited to their vacation account based on a proration of holiday pay, based on the Employee's FTE status.
- D. Clerical Floats shall not be permanently assigned to cover hours to allow modified work week(s) for Employee(s).

- E. An Employee bidding into a work unit or position where a modified work week exists may not opt out of the modified work week schedule.
- F. The Employer shall not decrease available vacation time slots due to the presence of modified work week schedules.

3.09 Involuntary Increase of Hours. Employees who are, as of April 10, 1994, employed in thirty-seven and one-half (37.5) hour positions shall not involuntarily have their regular weekly scheduled number of hours increased.

3.10 Permanent Addition/Reduction in Hours. The permanent addition or reduction of hours, not to exceed four (4) hours per week, shall be offered by seniority to Employees in a job title in the work area where the hours are available by posting only within the affected work area upon a request initiated by either the Employee or Employer. The addition or reduction of such hours shall be voluntary on the part of the Employee.

3.11 Split Shifts. There shall be no scheduling of split shifts unless mutually agreed upon between the Employee and Employer, with notification to the Union.

3.12 Meetings. The Employer may schedule staff or other business meetings for a variety of reasons. Employees required to participate in such meetings shall be paid for such time; however, for meetings held during the Employee's meal period the Employee shall receive pay at the straight time rate for the time spent in such a meeting unless the Employee is eligible for overtime pursuant to the Fair Labor Standards Act. Employees shall receive as much advance notice as possible for such meetings. The notice must state whether or not such meeting requires mandatory attendance. The notice shall be in writing, when practical.

If a mandatory meeting falls during an Employee's approved time off, such Employee will not be required to attend.

3.13 Distribution of Temporary Additional Hours/Overtime.

Distribution of temporary additional hours shall be as follows:

1. The work shall first be offered to the most senior Employee in the same job title and work area, including all Float Employees who are working in that work area that day, for whom the work would not require the payment of overtime. Should the most senior Employee choose not to accept the work, the next most senior Employee shall be offered the work.
2. If there are insufficient volunteers, the work shall be offered to the most senior Employee in the same job title and work area, including all Float Employees who are working in that work area that day for whom the work would require the payment of overtime. Should the most senior Employee choose not to accept the work, the next most senior Employee shall be offered the work.
3. If there are insufficient volunteers, the work shall be assigned to the least senior Employee in the same job title and work area, including all Float Employees who are working in that work area that day for whom the work would not require the payment of overtime.
4. If there are no Employees in #3 above, the work shall be assigned to the least senior Employee in the same job title and work area, including all Float Employees who are working in that work area that day for whom the work would require the payment of overtime.

The establishment of work areas for the application of this Section shall not be determined in an effort to deliberately diminish the distribution of temporary additional hours.

Employees shall have as much notice as is practical for the above offering and/or assignment of additional hours, including overtime assignments.

3.14 Reporting Pay. An Employee who is called into work when not previously scheduled to do so, shall receive a minimum of two

(2) hours of pay at the applicable rate.

3.15 Schedule Changes - Saturday and/or Sunday. Should a schedule change that includes Saturday and/or Sunday be necessary, the Employer shall first seek qualified volunteers within the job title and work area. If this is not successful, the least senior qualified Employee in the job title in that work area may be reassigned to the schedule that includes Saturday and/or Sunday.

3.16 Schedule Changes -Vacancy. When positions become vacant, or as new schedules are developed, Employees currently in that job title and work area shall have the ability to move into that vacant schedule on the basis of seniority, provided the schedule change will not result in a change of FTE. The timing of Employees moving to the new schedule shall be based on operational needs, but shall not exceed forty-five (45) calendar days. The remaining position shall then be posted.

3.17 Schedule Changes. The Employer may find it necessary to change an Employee(s)' schedule. When a change is necessary, the Employer shall first seek qualified volunteers in the job title and work area. If this is not successful, the least senior qualified Employee in the job title in that work area may be reassigned.

3.18 Schedule Changes - Rotation of Shifts. As schedule changes occur, the rotation of shifts must be by mutual agreement between the affected Employees. If there is no mutual agreement, the least senior Employee(s) shall be assigned the least desired remaining shift or schedule.

3.19 Increase of Part-Time Hours. The Employer shall consider temporarily increasing the hours of part-time Employees prior to subcontracting the work of such Employees.

3.20 Notice of Work Schedule. A fourteen (14) calendar day notice shall be given to all Employees prior to changes in their work schedule except in cases of emergency.

ARTICLE 4

OVERTIME/COMPENSATORY TIME

4.01 Overtime Payment. Overtime shall be paid at the rate of one and one-half (1.5) times the Employee's regular hourly rate. For the purposes of overtime, Employees must be compensated a minimum of seven and one-half (7.5) hours in a day or more than their regularly scheduled day if it exceeds seven and one-half (7.5) hours or more than thirty-seven and one-half (37.5) hours a week or forty (40) hours a week.

Full-time Employees who work a modified work week that totals seventy-five (75) hours per pay period, shall be eligible for overtime after being compensated a minimum of seven and one-half (7.5) hours in a day or more than their regularly scheduled day if it exceeds seven and one-half (7.5) hours, or more than thirty-seven and one-half (37.5) hours a week or forty (40) hours a week, or more than seventy-five (75) hours in a pay period.

On-call Employees shall be eligible for overtime after being compensated seven and one-half (7.5) hours in a day or thirty-seven and one-half (37.5) hours in an week or if in excess of one (1) scheduled shift, provided it is beyond seven and one-half (7.5) hours, unless covering a modified work week position as described in Article 3.08.

Part-time Employees who are employed as of January 8, 1997, whose regularly daily scheduled number of hours are involuntarily increased, shall be eligible for overtime after being compensated seven and one-half (7.5) hours in a day as long as they remain in their current position.

Part-time Employees who are employed as of January 8, 1997, whose regularly scheduled work day exceeds seven and one-half (7.5) hours per day and are currently being compensated overtime after seven and one-half (7.5) hours shall continue to receive such overtime as long as they remain in their current position.

4.02 Compensatory Time. Additional hours compensated between thirty-seven and one-half (37.5) and forty (40) hours a week for Employees whose regular work week is thirty-seven and one-half (37.5) a week may be paid in cash as time and one-half (1.5) or placed in a compensatory bank at a ratio of one (1) to one (1). The Supervisor and the Employee shall make an effort to agree to the payment of cash or placement in a compensatory bank. If the Employee and the Supervisor cannot agree, the time must be paid in cash at the rate of time and one-half (1.5).

The compensatory bank shall be liquidated in cash at the rate of time and one-half (1.5) on the first pay period following November 30th of each year at the Employee's November 30th hourly rate of pay.

An Employee moving to another position or separating from the Employer shall have all unused compensatory time paid in cash. However, in cases where the move is within the same location, the hiring Supervisor and the Employee may agree to carry over the unused compensatory time rather than pay out in cash at the time of the move. Any cash payment of unused compensatory time shall be at the Employee's regular rate of pay, as of the date of payment, at the rate of time and one-half (1.5).

Employees request for compensatory time off shall be granted on a first come, first serve basis, with any conflicts resolved on the basis of Company seniority within the care unit/work unit or pharmacy system. Short-term vacation requests and compensatory time off requests shall be considered together. Compensatory time may not be used to modify an Employee's work week.

4.03 Overtime Rate/40 Hours. Additional hours compensated over forty (40) hours a week shall be paid at the rate of time and one-half (1.5).

4.04 Supervisory Approval. All overtime must be approved by the Employee's Supervisor. Such approval shall be on an incident by incident basis or based upon pre-determined situations as agreed to by the Supervisor and the Employee.

All hours worked as defined in Section 4.01 are to be recorded on the Employee's timecard and paid as such.

4.05 Premium Pay. Except for weekend differential as provided for in Article 27, holiday premium as provided in Article 9.06 and Article 9.07, and overtime as provided for in Section 4.01, Employees who, as part of their regular work schedule, work Saturday and/or Sunday shall not receive any premium pay for that work that might otherwise be provided for in this contract.

Employees shall be paid two (2) times the Employee's regular hourly rate for scheduled time worked on holidays or Sundays.

4.06 No Pyramiding. There shall be no pyramiding of overtime.

ARTICLE 5

TRANSFER OF TITLE

5.01 Successor. This Agreement shall be binding on the parties hereto, their successors, administrators, executors and assigns. In the event an entire operation, or any part thereof is sold, or taken over by sale, assignment, receivership or bankruptcy proceedings, such operation shall continue to be subject to the terms and conditions of this Agreement for the life thereof.

5.02 New Location. In the event that any branch owned and operated by the Employer is established, the provisions of this Contract shall be in full effect and force.

ARTICLE 6

STRIKE AND LOCKOUT

6.01 Agreement. The Employer and the Union agree to observe all of the terms of this Agreement.

6.02 Strike/Lockout. There shall be no strikes or lockouts of any kind whatsoever, during the term of this Agreement. No Employees shall be penalized for refusal to cross a legally sanctioned primary picket line. Employees refusing to cross a legally sanctioned picket line shall not be compensated for the days they are absent from work.

ARTICLE 7

VACATIONS

7.01 Definition. Employees in a Benefit Status of at least plus thirty (+30) shall earn vacation with pay based on a thirty- seven and one-half (37.5) hour week based upon their FTE.

Employees in a Benefit Status of at least plus fifteen (+15), but less than plus thirty (+30) shall earn prorated vacation based upon compensated hours each pay period. Overtime shall not be included in hours compensated. Employees in a Benefit Status of minus fifteen (-15) and on-call shall be reviewed two (2) times a year to determine if hours compensated, excluding overtime, would qualify the Employees for the same benefits available to Employees in a Benefit Status of at least plus fifteen (+15), but less than plus thirty (+30) for the next eligibility period as described below.

The eligibility period shall be based on thirteen (13) pay periods. If the Employee's total hours, from the first pay period end date in December through the last pay period end date in May or from the first pay period end date in June through the last pay period end date in November, meets or exceeds three hundred and ninety (390) hours, the Employee shall accrue prorated vacation leave benefits as Employees in a Benefit Status of at least plus fifteen (+15), but less than plus thirty (+30).

7.02 Benefit Date. The vacation time earned shall be determined as of the Employee’s benefit date. This date shall be adjusted for those periods of time while the Employee is ineligible for such benefits.

7.03 Waiting Period. An eligible Employee must complete their probationary period before vacation may be used.

7.04 Accrual Rate. Vacation is accrued based on each pay period compensated and can be used as it is accrued. An Employee hired after the first day of a pay period shall receive credit for the full pay period for purposes of determining the amount of vacation accrued.

Vacation Allotment Schedule

- A. The following table is based upon a thirty-seven and one- half (37.5) hour per week Benefit Status and is applicable on a prorated basis for Employees in a Benefit Status of plus thirty (+30) or greater.

<u>Years in Benefit Status</u>	<u>Annual Vacation Allotment</u>
Less than 1 year	10 days (2.89 hrs/pay period)
1 - 2 years	11 days (3.18 hrs/pay period)
2 – 3 years	12 days (3.47 hrs/pay period)
3 – 4 years	13 days (3.75 hrs/pay period)
4 – 5 years	14 days (4.04 hrs/pay period)
5 – 10 years	15 days (4.33 hrs/pay period)
10 – 12 years	16 days (4.62 hrs/pay period)
12 – 13 years	17 days (4.91 hrs/pay period)
13 – 14 years	18 days (5.20 hrs/pay period)
14 – 15 years	19 days (5.49 hrs/pay period)
15 – 20 years	20 days (5.77 hrs/pay period)
20 or more years	21 days (6.06 hrs/pay period)

B. The following table is applicable for Employees in a Benefit Status of plus fifteen (+15), but less than plus thirty (+30).

<u>Years in a Benefit Status</u>	<u>Ratio of Hours of Vacation Accrued per Hours Compensated</u>
Less than 1 through 5 years	1 : 26
6 through 15 years	1 : 17.5
15 through 20 years	1 : 13
More than 20 years	1 : 12.4

7.05 Use of Vacation. Vacation days may be scheduled for use throughout the year as they are earned or based on anticipated earned vacation days subject to mutual agreement by the Employer and the Employee. It shall be the responsibility of each Employee to ensure that such earned days are available at the time the vacation days are taken.

Vacation use for Employees shall be paid based on the hours the Employee is scheduled to work that shift.

Use of vacation hours for emergency situations shall be granted in accordance to the attached Letter regarding unscheduled use of personal holiday and vacation time.

7.06 Vacation Requests. Employees in a defined work area shall indicate their vacation request on a calendar with the most senior Employee having first choice, the second most senior Employee having second choice, etc. The calendar shall be passed on to the next Employee within the established timelines. Employees may also indicate on the calendar that they wish to be placed on a wait list. Employees may not change their vacation time once the calendar has moved to the next Employee. During this initial bid process, Employees may not request personal holiday time. Although personal holiday time may not be requested during this time period, Employees may request the total amount of their vacation, but may use personal holiday time in lieu of awarded vacation time.

Between January 15 and February 25, Employees shall bid on vacation for the time period between April 1 and September 30. Employees may bid on time beyond September 30 if such requested time is consecutive and the first day of the requested time is on or before September 30. No later than March 10, the vacation schedule for the period of April 1 through September 30 shall be posted.

Between July 15 and August 25, Employees shall bid on vacation for the time period between October 1 and March 31. Employees may bid on time beyond March 31 if such requested time is consecutive and the first day of the requested time is on or before March 31. No later than September 10, the vacation schedule for the period of October 1 through March 31 shall be posted.

Non on-call minus fifteen (-15) Employees who do not accrue paid time off benefits may indicate their request for up to one (1) week of unpaid time after Employees with earned vacation have been awarded their requested vacation.

Employees shall be entitled to only:

- Two (2) Fridays per month; or
- Two (2) Mondays per month; or
- One (1) Friday and one (1) Monday combination per month

However, the above restriction shall apply to two (2) individual days or one (1) Friday and one (1) Monday combination and shall not apply to vacation schedules that involve at least five (5) consecutive regularly scheduled work days, excluding Holidays or days designated as Holidays.

The above restriction is to be used during the initial bidding process only.

If there are additional Fridays and Mondays that were not originally bid on or were not awarded during the bidding process, they shall be awarded according to the wait list.

Employees shall have access to the vacation calendar after the request process has been completed.

Vacation requests for time not scheduled according to the above procedure shall be granted on a first come, first serve basis.

Each location shall define the work area for the purpose of vacation allocation. Such definition shall be a reasonable number of Employees based on coverage needs in the area. Float Employees shall request vacation time within the appropriate work area. For the purposes of Pharmacy Technical Assistants and Pharmacy Interns vacation bidding, the work area shall be system-wide, except for Central Pharmacy Services.

Consideration having been given to the requirements of the working force, vacations shall be allocated in accordance with the Employee's request and in the event of conflict of requests, Company seniority within the work area shall govern.

7.07 Time Off Without Pay. An Employee shall be allowed to take time off without pay, subject to Supervisory approval.

7.08 Moving to a New Job/Location.

- A. **Movement During Vacation Bidding Period.** If an Employee moves to a new job and/or location during the time that the vacation calendar is being passed (January 15 through February 25 or July 15 through August 25), the Employee may indicate their vacation request in their new job and/or location based upon their seniority. It is understood this may extend the time for the vacation schedule to be posted.

- B. Movement Prior to the Posting of the Vacation Schedule. If an Employee moves to a new job and/or location prior to posting of the vacation schedule (February 26 through March 10 or August 26 through September 10), the Employee's name shall be placed on the calendar and/or the wait list according to the Employee's seniority based upon their seniority in their new job and/or location for the dates that the Employee would have been granted in their former job and/or location.
- C. Movement After the Posting of the Vacation Schedule. If an Employee has pre-approved vacation and moves to a new job and/or location, they shall notify the hiring Supervisor of such pre-approved vacation and the Supervisor and the Employee shall discuss whether the previously approved vacation can be honored in the new job and/or location. The Supervisor shall notify the Employee of the final decision regarding the vacation request prior to the Employee accepting the new position.
1. Vacation Approved During the Semi-Annual Bidding Period. When the hiring Supervisor determines that the Employee's previously approved vacation cannot be granted in the new job and/or location, the Employee's name shall be placed on the wait list according to the Employee's seniority in their new job and/or location.
 2. Vacation Not Approved During the Semi-Annual Bidding Period. The Employee's name shall be placed at the bottom of the wait list.

7.09 Vacation Maximum.

- A. Employees Hired Before January 1, 1985. Employees hired before January 1, 1985, shall be permitted to accrue unused vacation up to a maximum amount of twice their annual entitlement plus their current year's accrual. Those Employees who have reached the maximum shall not lose any of the vacation time, but shall stop accruing vacation. Once Employees are below the maximum, they shall resume the vacation accrual.

- B. Employees Hired On Or After January 1, 1985. Employees hired on or after January 1, 1985, shall be permitted to accrue unused vacation up to a maximum of ten (10) days or two (2) work weeks more than their annual entitlement. Those Employees who have reached the maximum shall not lose any of the vacation time, but shall stop accruing vacation. Once Employees are below the maximum, they shall resume the vacation accrual.

7.10 Payment Upon Termination. In the event of termination or resignation of employment of an Employee covered by this Agreement who has been employed for more than six (6) months, the Employee shall receive earned, but unused vacation.

Employees who have been employed for more than six (6) months, but who terminate or resign their employment prior to completing probation shall not be eligible for any earned vacation benefits.

Employees who resign employment with less than two (2) weeks notice, unless the notice requirement is waived by the Supervisor, shall not be eligible for any earned vacation benefits.

7.11 Pay Statement Information. Unused accrued vacation hours shall be recorded on the Employees' pay statement.

7.12 Vacation Donation. An Employee may voluntarily donate a portion of their vacation and/or personal holiday to financially assist an eligible Employee (either within or outside the bargaining unit) who has exhausted their applicable sick, vacation, and personal holiday benefits due to their extended disability or the extended disability of their family member.

ARTICLE 8

SICK LEAVE

8.01 Sick Leave Eligibility. Upon completion of the probationary period, Employees shall be eligible for accrued sick leave.

8.02 Accumulation. Unused sick hours shall be totally accumulative.

8.03 Sick Leave Accrual. An Employee in a Benefit Status of plus thirty (+30) or greater shall accrue sick leave at the rate of three and forty-seven one hundredths (3.47) hours of sick leave per pay period. The proration shall be based on a thirty-seven and one-half (37.5) hour work week.

An Employee in a Benefit Status of at least plus fifteen (+15), but less than plus thirty (+30) shall accrue prorated sick leave at the rate of one (1) hour for each twenty-one and seventy-five one hundredths (21.75) hours compensated, excluding overtime.

Employees in a Benefit Status of minus fifteen (-15) and on-call shall be reviewed two (2) times a year to determine if hours compensated, excluding overtime, would qualify the Employee for the same benefits available to Employees in a Benefit Status of at least plus fifteen (+15), but less than plus thirty (+30) above for the next eligibility period as described below.

The eligibility period shall be based on thirteen (13) pay periods. If the Employee's total hours, from the first pay period end date in December through the last pay period end date in May or from the first pay period end date in June through the last pay period end date in November, meets or exceeds three hundred and ninety (390) hours, the Employee shall accrue prorated sick benefits as for Employees in a Benefit Status of at least plus fifteen (+15), but less than plus thirty (+30).

8.04 Sick Leave Payment. Employees shall receive pay for their scheduled number of hours on the day sick leave is used at the Employees' regular wage rate.

8.05 Request for Explanation. The Employer may request that an Employee furnish the Employer with a doctor's certificate as evidence of bona fide illness in instances where the Employer has reasonable concerns about excessive use or abuse of sick time or when the absence occurs prior to, during, or immediately following

a holiday, vacation or personal holiday. Such Employer requests shall be made as early as possible on the day that the Employee calls in sick. In the event the Employer has made a reasonable attempt to reach the Employee without success on the day the Employee calls in sick, such Employer request may be made at the first possible opportunity.

8.06 Record of Sick Leave Hours. Employees shall have record of their unused accrued sick leave hours recorded on the Employees' pay statement.

8.07 Sick Leave Use for Employee. Sick leave may be used when the Employee is unable to work due to their illness, injury, or disability. When an Employee exhausts their sick leave, the Employee shall have the option to take unpaid time, or with supervisory approval utilize their accrued and unused vacation or personal holiday time.

An Employee in an FTE as defined in Minnesota Statue 181.940 may use up to one hundred sixty (160) hours of sick leave per calendar year to receive assistance because of sexual assault, domestic abuse, harassment, or stalking (per Minnesota Statue 181.9413).

8.08 Sick Leave Use for Other than Employee.

A. Dependent Child (including a biological, adopted or foster child)

Pursuant to law, Employees shall have the ability to use accrued sick leave due to illness, injury or disability of an Employee's dependent child (including a biological, adopted or foster child). The dependent child must be under eighteen (18) years of age or under twenty (20) if the child is still attending secondary school. Time for a dependent child may be used to take a sick child to a medical facility for diagnoses or treatment, but may not be used for well-child medical appointments.

B. Relatives Other Than a Dependent Child - Employees in an FTE as defined in Minnesota Statue 181.940 and Hour Averaging

Such Employees may use sick leave due to illness, injury of an Employee's adult child (including a biological, adopted or foster

child), spouse or spousal equivalent, sibling, parent, step parent, grandparent, mother in-law, father in-law or grandchild (including a biological, adopted or foster grandchild) or to provide assistance to such relative because of sexual assault, domestic abuse, harassment or stalking where the Employee must be off work to attend to the needs of such relative. Such Employees may use up to one hundred sixty (160) hours of their accrued sick leave per calendar year (per Minnesota Statute 181.9413). Time may be used to take the person to a medical facility for diagnoses or treatment, but may not be used for their wellness or routine medical appointments.

C. Parent, Spouse, Spousal Equivalent - Employees in a Benefit Status of at Least .40, but less than an FTE as defined in Minnesota Statute 181.940 and Hour Averaging

Such Employees may use up to eighty-three percent (83%) of the sick leave accrued in a calendar year for their parent, spouse or spousal equivalent. Time may be used to take the relative to a medical facility for diagnoses or treatment, but may not be used for their routine medical appointments.

8.09 Use of Sick Leave for Employees in a Benefit Status of Plus Thirty (+30), But Less Than 1.00 FTE.

Such Employees who are scheduled more than their FTE and are unable to work the hours above their FTE due to the reasons listed in Sections 8.07 or 8.08 shall have the option to use sick leave pursuant to Section 8.07 or 8.08 or take time off without pay for such hours.

8.10 Leave During Vacation, Holiday or Personal Holiday. An

Employee or the Employee's dependent child (including a biological, adopted or foster child) who is sick or disabled due to an accident or illness during a holiday, personal holiday or scheduled vacation and who furnishes satisfactory medical evidence of such accident or illness, if requested, may apply for the use of sick leave for such time from their sick leave account. The Employee's personal holiday or vacation time shall not be charged for such days.

An Employee in an FTE as defined in Minnesota Statue 181.940 whose adult child (including a biological, adopted or foster child), spouse or spousal equivalent, sibling, parent, step parent, grandparent, mother in-law, father in-law or grandchild (including a biological, adopted or foster grandchild) who is sick or disabled due to an accident, illness or requires assistance because of sexual assault, domestic abuse or harassment or stalking, during a holiday, personal holiday or scheduled vacation and who, if requested, furnishes satisfactory evidence of such accident, illness or incident, may apply to use up to one hundred sixty (160) hours of sick leave for such time from their sick leave account (per Minnesota Statute 181.9413). The Employee's personal holiday or vacation time shall not be charged for such days.

Employees in a Benefit Status of at least .40 FTE, but less than an FTE as defined in Minnesota Statue 181.940 whose parent, spouse or spousal equivalent who is sick or disabled due to an accident or illness during a holiday, personal holiday or scheduled vacation and who furnishes satisfactory medical evidence of such accident or illness, if requested, may apply for up to eighty-three percent (83%) of the sick leave accrued in a calendar year for such time from their sick leave account. The Employee's personal holiday or vacation time shall not be charged for such days.

An Employee in an FTE as defined in Minnesota Statue 181.940 whose adult child (including a biological, adopted or foster child), spouse or spousal equivalent, sibling, parent, step parent, grandparent, mother in-law, father in-law or grandchild (including a biological, adopted or foster grandchild) who is sick or disabled due

to an accident, illness or requires assistance because of sexual assault, domestic abuse or harassment or stalking, during a holiday, personal holiday or scheduled vacation and who, if requested, furnishes satisfactory evidence of such accident, illness or incident, may apply to use up to one hundred sixty (160) hours of sick leave for such time from their sick leave account (per Minnesota Statute 181.9413).

Employees in a Benefit Status of at least .40 FTE, but less than an FTE as defined in Minnesota Statute 181.940 may use up to eighty-three percent (83%) of the sick leave accrued in a calendar year for their parent, spouse or spousal equivalent. The Employee's personal holiday or vacation time shall not be charged for such days.

8.11 Time Off Without Pay. An Employee shall be allowed to take time off without pay, subject to Supervisory approval.

8.12 Doctor Time. Employees in a Benefit Status of plus thirty (+30) or greater shall be allowed up to a maximum of twenty-two (22) hours of doctor time per calendar year without charge to their accumulated sick leave for medical/dental appointments provided they have a sick leave balance. The year shall be based on twenty-six (26) pay periods beginning the first day of the first full pay period in January. This time shall include necessary travel time.

All time taken beyond the twenty-two (22) hours per calendar year shall be deducted from the accumulated sick leave. If the Employee has no accumulated sick leave, the time for medical/dental appointments shall be without pay. This provision shall not take effect until completion of the probationary period.

Employees using doctor time or sick leave for medical/dental appointments shall obtain permission in advance and shall give their Supervisor a completed medical/dental appointment slip upon their return to work.

Employees shall first attempt to schedule medical/dental appointments during non-working hours. If this is not possible, Employees shall attempt to schedule such appointments at a time that shall provide minimal disruption to the needs of the work force.

Employees in a Benefit Status of less than plus thirty (+30) are expected to schedule medical/dental appointments at times they are not scheduled to work. Exceptions can be made for such Employees in rare instances that an appointment cannot be made during non-scheduled hours.

Employees are expected to return to work after medical/dental appointments unless it is unreasonable to do so. Doctor time is available to Employees in a Benefit Status of plus thirty (+30) or greater for routine medical/dental diagnostic and first follow up visits to the doctor or other licensed providers of health services. This is available only to Employees and does not include other family members.

Typical examples of doctor time that are covered are listed below:

- An Employee becomes ill at work and goes to the doctor to have the illness diagnosed.
- An Employee had a six (6) month dental checkup, followed up with an appointment to have a tooth filled.
- An Employee had a physical and three (3) specific follow up procedures were recommended, all separate from the other.
- An Employee has a physical and short-term therapy was recommended, the initial visit and three (3) follow up visits.
- Monthly checkups for pregnant Employees.
- The first mental health visit and six (6) subsequent visits.

8.13 Attendance Incentive. To qualify for an attendance incentive, Employees must be in a Benefit Status of at least plus fifteen (+15) for the entire applicable thirteen (13) pay periods. The thirteen (13) pay periods shall be defined as the first pay period end date in December through the last pay period end date in May and the first pay period end date in June through the last pay period end date in November. If an Employee uses no more than one day (seven and one-half [7.5] hours or the number of hours in their regularly scheduled day) of sick leave in the applicable thirteen (13) pay periods, the Employee shall be eligible for the sick leave incentive. Time off for FMLA sick leave shall be included in determining the Employee's eligibility for the attendance incentive. The incentive payment shall be one-half (.5) day of pay based upon the Employee's FTE.

8.14 Sick Leave Forfeiture. Any sick leave an Employee has accrued that has not been used prior to the Employee's termination of employment is forfeited at the time of termination.

ARTICLE 9 **HOLIDAYS**

9.01 Holidays. The following holidays or days designated as such shall be recognized as holidays:

New Year's Day	Thanksgiving Day
Memorial Day	Christmas Day
July Fourth	Personal Holidays
Labor Day	(See Section 9.08)
*Martin Luther King Day	

*May use personal holiday time subject to Article 9.08

Holidays occurring on Saturday shall be observed on the preceding Friday. Holidays occurring on Sunday shall be observed on the following Monday.

9.02 Christmas Eve. The second half of the working day prior to Christmas Day (Christmas Eve) shall be designated as a holiday.

For the Christmas Eve holiday, Employees shall be paid as defined in Addendum B.

9.03 New Year's Eve. All Employees in a Benefit Status of plus fifteen (+15) or minus fifteen (-15) who work after 8:00 p.m. on New Year's Eve shall receive a bonus of twenty dollars (\$20.00).

9.04 Easter Sunday. Employees shall be paid two (2) times the Employee's regular hourly rate for time worked on Easter Sunday.

9.05 Holiday Pay Eligibility. To receive holiday pay for the Christmas Eve holiday, an Employee must work or be paid a minimum of one (1) hour for the first half of such day. If the Employee is absent the first half of the day, the Employee shall furnish satisfactory proof of illness, upon request of the Employer.

To receive holiday pay for a full day holiday, an Employee must work or be paid a minimum of four (4) hours for the work day immediately preceding a holiday and the first work day following a holiday. If the Employee is absent immediately prior to or following a holiday, the Employee shall furnish satisfactory proof of illness, upon request of the Employer.

9.06 Payment Schedule - Full Day Holiday. For any full day holiday, Employees shall be paid as defined in Addendum A.

Employees may receive such payment for both the holiday and the day designated as the holiday.

9.07 Payment Schedule - Christmas Eve Holiday. For the Christmas Eve holiday, Employees shall be paid as defined in Addendum B.

Employees may receive such payment for both the holiday and the day designated as the holiday.

9.08 Personal Holidays. Newly hired Employees in a Benefit Status of thirty-seven and one-half (37.5) hours per week are entitled to seventeen (17) hours of personal holiday with pay upon employment and an additional seventeen (17) hours of personal holiday after six (6) months of employment and thereafter thirty-four (34) hours of personal holiday per benefit year. For Employees in a Benefit Status of other than thirty-seven and one-half (37.5) hours per week, but at least plus thirty (+30), personal holidays shall be prorated based on their FTE.

Personal holidays are not accumulative and must be used prior to the Employee's next benefit date.

Personal holidays may be scheduled for any day selected by the Employee subject to the Supervisor's approval. An Employee who attempts to schedule personal holidays in a good faith effort and is repeatedly denied their time off, may request to be paid for their personal holiday time in lieu of losing the personal holiday hours at the end of their benefit year.

Use of personal holiday hours for emergency situations shall be granted in accordance to the attached Letter regarding unscheduled use of personal holiday and vacation time.

Part-time Employees who transfer to a full-time position shall have any accrued and unused personal holiday time paid out on their first benefit date in the new full-time position.

In the event of termination or resignation after six (6) months of employment, the Employee shall receive any allotted, but unused personal holiday.

Employees who resign employment with less than a two (2) week notice, unless the notice requirement is waived by the Employer, shall not be eligible for any personal holiday benefits.

9.09 Accrual of Holiday/Personal Holiday Benefits for Employees in a Benefit Status of Plus Fifteen (+15), But Less Than Plus Thirty (+30). The Employee shall accrue one (1) hour of holiday time for each twenty-three and six-tenths (23.6) hours compensated, excluding overtime.

9.10 Employees in a Benefit Status of Minus Fifteen (-15) or Less - Employees Hour Averaging. Employees in a Benefit Status of minus fifteen (-15) and on-call shall be reviewed two (2) times a year to determine if hours compensated, excluding overtime, would qualify the Employee for the same benefits available to Employees in Section 9.09 above for the next reporting period as described below.

The eligibility period shall be based on thirteen (13) pay periods. If the Employee's total hours, from the first pay period end date in December through the last pay period end date in May or from the first pay period end date in June through the last pay period end date in November, meets or exceeds three hundred and ninety (390) hours, the Employee shall accrue benefits as described in Section 9.09.

9.11 Time Off Without Pay. An Employee shall be allowed to take time off without pay, subject to Supervisory approval.

9.12 Holiday Scheduling. Necessary holiday work coverage shall be scheduled as follows:

- A. Employees who are normally scheduled to work the day on which the holiday falls in their work areas shall have first choice to work such hours.
- B. If (A) is insufficient, volunteers by seniority, from qualified Employees in the same job title within the respective work area being staffed.
- C. If (B) is insufficient, by assignment of Employees in inverse order of seniority, from qualified Employees in the same job title within the work area being staffed.

Employees shall not be scheduled to work both Christmas Eve and Christmas.

For determining holiday work coverage for Pharmacy hours occurring during Urgent Care, all Pharmacy Technical Assistants and Pharmacy Interns within that clinic shall be considered.

Holiday schedules shall be posted at least fourteen (14) calendar days prior to the holiday, but no more than forty-five (45) calendar days prior to the holiday.

ARTICLE 10

LEAVES OF ABSENCE

10.01 Leaves of Absence. Employees covered by this Agreement shall be granted leaves of absences as outlined in this Article.

10.02 Continuation of Insurance.

- A. **Unpaid Personal Leave.** Employees on an approved unpaid leave of absence may extend their group medical and dental coverage, life insurance, and long-term disability insurance (if applicable) by paying the full cost of such coverage.
- B. **Medical Leave.** For Employees on a medical leave, the Employer shall continue to pay the Employer contribution toward medical and dental coverage, life insurance, and long-term disability insurance (if applicable).
- C. **Parenting Leave.** For Employees on parenting leave not exceeding four (4) months, the Employer shall continue to pay the Employer contribution toward medical and dental coverage, life insurance, and long-term disability insurance (if applicable).

10.03 Medical Leaves of Absence.

- A. Eligibility. In the case of illness, injury or temporary disability that exhausts accumulated sick leave, an Employee shall be eligible for necessary additional medical leave up to a maximum of one (1) year, upon furnishing the Employer with a request accompanied by a physician's recommendation for said medical leave.
- B. Pay/Use of Benefits. The Employee may choose to use accrued vacation and personal holiday time.

After such accrued time off with pay has been exhausted, the remainder of the leave shall be unpaid.

If an Employee on a medical leave returns to work on a reduced schedule, accrued sick leave may be used to make the Employee's hours whole.

On-call Employees shall be eligible to use accrued sick leave until exhausted. Available sick leave hours will be paid out at the rate of thirty-seven and one-half (37.5) hours per week. In addition, on-call Employees may choose to use a portion of, or all of their accrued vacation and personal holiday hours. The number of vacation and personal holiday hours selected will be paid out at the rate of thirty-seven and one-half (37.5) hours per week for consecutive pay periods until exhausted. Employees must designate the number of hours to be paid at the beginning of their medical leave of absence.

- C. Seniority. During the leave, the Employee shall continue to accrue seniority, except seniority accrual for leaves longer than six (6) months shall be subject to Human Resources and Union agreement.

- D. Return Rights Within Six (6) Months. Employees on an approved medical leave of absence are entitled to return to their former position and schedule within six (6) months of commencement of the leave. If an Employee returns from a medical leave of absence in less than six (6) months and works for less than two (2) weeks before returning to medical leave for the same reason, it shall be considered a continuation of the original leave.
- E. Return Rights to a Reduced FTE Within Six (6) Months. If an Employee has been on an approved medical leave of absence for less than six (6) months from commencement of the leave and is able to return to work, but at a reduced FTE, the following shall occur:
- At six (6) months from the commencement of the leave, there may be an assessment to determine the Employee's ability to return to their original FTE within the next three (3) months.
 - Based on the six (6) month assessment, if the Employee is unable to return to their original FTE in the next three (3) month period, the procedure for placement shall be outlined in Section 10.03(F).
 - Based on the six (6) month assessment, if the Employee has the ability to return to their original FTE within the next three (3) month period, the Employee shall continue to work in their original position. The Employee shall retain their original benefit level for purposes of benefit eligibility; however, the Employee's vacation and sick time accruals shall be prorated based on their current reduced FTE status.
 - If, at the end of the three (3) month period above, the Employee is still unable to return to their original FTE, the procedure for placement shall be as outlined in Section 10.03(F).

- The Union and Human Resources may mutually agree to extend the leave beyond the additional three (3) month period.
- F. Return Rights Within Six (6) Months to Twelve (12) Months. If more than six (6), but less than twelve (12) months have elapsed when the Employee is able to return to work, the following shall occur:
- The Employee shall be placed in a previously posted vacant position in the same Benefit Status and Pay Grade at the Employee's former location. If no such position exists:
 - The Employee shall be placed in a previously posted vacant position in the same Benefit Status and Pay Grade within twenty (20) miles of the former location. If no such position exists:
 - The Employee shall be placed in a previously posted vacant position in the same Benefit Status and Pay Grade within the system. If no such position exists:
 - The Employee shall bump the least senior Employee in a position in the same Benefit Status and Pay Grade within the system. If no such position exists:
 - The Employee shall be laid off and the Employee's name shall be placed on the Recall List. Any Employee laid off and placed on the Recall List under this Section shall be entitled to the provisions of Article 20, with the exception of those Sections modified by the above placement process. The Employee must be qualified for any position for which they return and must be able to work the scheduled number of hours for such position.

- G. Return Rights to a Reduced FTE Six (6) Months or More, But Less Than Twelve (12) Months. If an Employee has been on an approved medical leave of absence for six (6) months or more, but less than twelve (12) months and is able to return to work, but at a reduced FTE, the following shall occur:
- Prior to the Employee's return, there shall be an assessment to determine the Employee's ability to return to their original FTE within the next three (3) months.
 - Based on the assessment, if the Employee is unable to return to their original FTE in the next three (3) month period, the procedure for placement shall be as outlined in Section 10.03(F).
 - Based on the assessment, if the Employee has the ability to return to their original FTE within the next three (3) month period, the procedure for placement shall be outlined in Section 10.03(F) at the original FTE status. The Employee shall retain their original benefit level for purposes of benefits eligibility; however, the Employee's vacation and sick time accruals shall be prorated based on their current reduced FTE status.
 - If, at the end of the three (3) month period above, the Employee is still unable to return to their original FTE, the procedure for placement shall be as outlined in Section 10.03(F), but with the current reduced FTE status.
 - The Union and Human Resources may mutually agree to extend the leave beyond the additional three (3) month period.

- H. Return Rights After Twelve (12) Months. A medical leave of absence may be extended beyond twelve (12) months subject to Human Resources and Union agreement. An Employee on approved medical leave of absence beyond twelve (12) months, or an agreed upon extension, shall be terminated for all purposes except that an Employee may continue on a medical leave for up to twenty-nine (29) months or until the Employee obtains health insurance with another Employer, whichever comes first, in order to maintain eligibility under the Employer's medical plan.
- I. Notice of Return From Leave. For a return from medical leave, the Employee should give as much notice as is practicable, but for leaves longer than three (3) months, notice shall not be less than two (2) weeks.
- J. Failure to Return From Leave. Employees who do not return to work after the expiration of the medical leave and who have not received Supervisory approval for an extension of the leave shall be considered to have voluntarily quit.

10.04 Personal Leave of Absence.

- A. Granting. Personal leaves of absence are voluntary and may be granted for other than medical reasons. Such approval shall not be granted automatically, but shall be based on the judgment of the Employer who shall give due consideration to the needs of the work force, the Employee's seniority and performance record.
- B. Seniority. An Employee on a personal leave of absence shall retain their seniority up to the date such personal leave of absence commenced, but shall not earn additional seniority during the term of such personal leave of absence, except for those hours that are compensated.
- C. Use of Benefits. Employees may use personal holiday and vacation time during a personal leave of absence. The remainder of the leave shall be without pay.

On-call Employees may choose to use a portion of, or all of their accrued vacation and personal holiday hours. The number of vacation and personal holiday hours selected will be paid out at the rate of thirty-seven and one-half (37.5) hours per week for consecutive pay periods until exhausted. Employees must designate the number of hours to be paid at the beginning of their personal leave.

- D. Partial Leave. Subject to the approval of the Employer, Employees may request to return from such personal leave at a reduced FTE status prior to the end date of the leave, and shall revert to their original FTE at the conclusion of the leave. During the partial leave, the Employee's benefits shall be prorated based on the hours they are scheduled to work. Proration of benefits includes time-off accruals and eligibility and premiums for insurance benefits.
- E. Return to Work. Employees on an approved personal leave of absence are entitled to return to their former position within forty-five (45) calendar days. Employees returning after forty-five (45) calendar days are entitled to return to a position in the same Benefit Status and Pay Grade at their former location (which may or may not be their former position.)

The Employee must be qualified for any position for which they return.

For an Employee on two (2) immediately succeeding leaves of absence, the forty-five (45) day rule applies to the entire leave of absence.

- F. Notice of Return From Leave. Employees returning from a personal leave of absence of less than ninety (90) calendar days must give a minimum of two (2) weeks written notice to the Employer of their intent to return. For leaves of ninety (90) calendar days or more, four (4) weeks notice must be given.

- G. Failure to Provide Notice of Return. An Employee failing to give such notice shall be placed on the Recall List until a position in the same Benefit Status and Pay Grade in that location is vacant for which the Employee is qualified.

10.05 Parenting Leave.

- A. Eligibility. All Employees are eligible for parenting leave upon hire.
- B. Granting. Upon written request, a leave of absence shall be granted to an Employee in connection with the birth of a child, placement of a foster child, or child adoption for whom the Employee is a parent or legal guardian. Such leave shall be granted for the requested time up to four (4) months, including the medical portion of the leave for a newborn.
- C. Use of Paid Time. The Employee may use accrued sick leave for that portion of the leave for the birth of a newborn that is considered a disability (typically six [6] weeks for a normal delivery or eight [8] weeks for a Caesarean delivery). If the period of disability is longer than six (6)/eight (8) weeks because of health complications, additional accumulated sick leave may be used upon receipt of a physician's statement. The Employee may choose to use accumulated personal holiday and vacation time during the leave.

On-call Employees shall be eligible to use accrued sick leave for that portion of the leave for the birth of a newborn that is considered a disability. In addition, on-call Employees may choose to use a portion of, or all of their accrued vacation and personal holiday hours.

The number of vacation and personal holiday hours selected will be paid out at the rate of thirty-seven and one-half (37.5) hours per work week for consecutive pay periods until exhausted. Employees must designate the number of hours to be paid at the beginning of their parenting leave.

- D. Return to Work. Employees on an approved parenting leave are entitled to their former position if returning from leave within four (4) months.

Subject to the approval of the Employer, Employees may request an extension of leave up to four (4) additional months. If the duration of the leave is more than four (4) months, the Employer may fill the Employee's position. If the position is filled as provided above, the Employee may return to a position in the same Benefit Status and Pay Grade to that held prior to the leave at their former location. The Employee must be qualified for any position for which they return.

- E. Partial Leave. Subject to the approval of the Employer, Employees may request to return from the leave at a reduced FTE status prior to the end date of the leave and shall revert to their original FTE status at the conclusion of the leave. The Employee's benefits shall be prorated on the hours they are scheduled to work. The proration of benefits includes time-off accruals.
- F. Failure to Return From Leave. Employees who do not return to work after the expiration of the leave and who have not received Supervisory approval for an extension of the leave shall be considered to have voluntarily quit.

10.06 Family Medical Leave. The Employer agrees to comply with the Family Medical Leave Act and the Employer's FMLA Policy. Eligible Employees are entitled to up to twelve (12) weeks of FMLA in a twelve (12) month period, as defined from January 1 through December 31. All compensated hours shall be used in calculating the one thousand two hundred fifty (1,250) hours for eligibility. An Employee's Workers Compensation hours shall not count towards their FMLA entitlement.

10.07 Military Leave. Employees have the right to military leave pursuant to law and Company policy. An Employee, who is on military leave, shall accrue seniority while on leave.

10.08 Leaves of Absence for Union Business. The Employer agrees to grant the necessary and reasonable time off without discrimination or loss of seniority rights without pay to any Employee designated by the Union for Union Business. For periods of more than one (1) day, the Union shall give one (1) week notice. For periods of one (1) day or less, the Union shall give two (2) work days notice.

10.09 Union Notification. Human Resources shall send the Union a monthly list of all Employees who have begun or ended a leave of absence and the applicable dates. This list shall include the Employee's name, location, job title, FTE and hourly rate of pay.

10.10 School Conference and Activity Leave. Pursuant to law, full-time and plus fifteen (+15) Employees shall be granted up to a total of sixteen (16) hours of unpaid time during any twelve (12) month period to attend school conferences or school related activities related to the Employee's child provided the conferences or school related activities cannot be scheduled during non-work hours. When the leave cannot be scheduled during non-work hours and the need for the leave is foreseeable, the Employee shall provide reasonable prior notice of the leave and shall make a reasonable effort to schedule leave so as not to disrupt unduly the operations of the Employer.

An Employee may use vacation or personal holiday time.

10.11 Voting Time Leave. An Employee who is eligible to vote in any statewide general or primary election, any election to fill a vacancy in the office of a representative in Congress or a special election held to fill a seat in the Minnesota Legislature, may be absent from work with pay for the purpose of voting pursuant to Minnesota law.

10.12 Replacement of Employee on Leave. Any replacement Employee assigned or hired to perform the duties of the Employee on a leave of absence shall be regarded as temporary during the period within which the Employee is on leave of absence. Upon the return of the Employee on leave:

- A. A current Employee temporarily reassigned by the Employer to cover for the Employee on leave shall be returned to their former position at that location at the rate of pay established for that job title, including the domino effect upon other temporary Employees necessarily reassigned to accommodate the Employee on leave.
- B. A current Employee requesting a temporary reassignment to cover the Employee on leave of absence shall be guaranteed a position in the same Benefit Status and Pay Grade at that location which may or may not be their former position.

ARTICLE 11

ADOPTION BENEFITS

11.01 Policy. The Employer shall reimburse eighty percent (80%) of all eligible expenses up to a maximum of two thousand dollars (\$2,000.00) per child incurred in the adoption of a child while employed by Group Health, Inc.

11.02 Eligible Expenses. If both parents are Employees, only one (1) Employee is eligible for this benefit. Eligible expenses include legal fees, court fees, adoption fees, pregnancy expenses for the birth mother, temporary foster care expenses, medical examination fees for the child and transportation fees for the child. Eligible expense may be reimbursed when custody is granted in

anticipation of eventual legal adoption.

11.03 Eligibility. Employees shall not become eligible for this benefit until the completion of the Employee's probationary period.

11.04 Procedure. Employees must submit receipts for eligible expenses along with proof of custody to Human Resources.

ARTICLE 12

FUNERAL/BEREAVEMENT LEAVE

An Employee shall be granted time off without loss of pay for up to three (3) consecutive paid work days (unless other arrangements are made between the Employee and Supervisor) for funeral/bereavement leave of absence in case of death in the immediate family or member of the household. The total time away from work shall not exceed seven (7) calendar days. Employees may be granted up to an additional two (2) consecutively paid work days without loss of pay when extenuating circumstances are involved. If these two (2) days are granted, they need not be taken at the same time as the initial three (3) days.

For the purposes of this Article, the Employee's immediate family or household member shall include the following:

- Spouse/spousal equivalent
- Son (including step-son and foster son), son of the Employee's spouse/spousal equivalent, and son-in-law
- Daughter (including step-daughter and foster daughter), daughter of the Employee's spouse/spousal equivalent, and daughter-in-law
- Parents (including step-parents and foster parents) and parents of the Employee's spouse/spousal equivalent
- Grandparents and grandparents of the Employee's spouse/spousal equivalent
- Grandchild and grandchild of the Employee's spouse/spousal equivalent
- Sister (including step-sister), sister of the Employee's

spouse/spousal equivalent and sister-in-law

- Brother (including step-brother), brother of the Employee's spouse/spousal equivalent, and brother-in-law
- Any member of the household residing with the Employee at the time of death

It is the intent that the Supervisor will work with the Employee to do their best to grant time without pay (option to use Personal Holiday or Vacation) to attend the funeral leave of a family member not listed above.

ARTICLE 13

JURY DUTY

13.01 Policy. Employees called to Jury Duty shall receive their straight time hourly rate for the regularly scheduled hours of work during the time of such jury service. When the Employee receives compensation from the court, they shall endorse the check over to the Employer and forward it to the Payroll Department, except for that portion that the Employee is entitled to retain pursuant to law.

13.02 Notification. Employees called to Jury Duty shall notify their Supervisor within twenty-four (24) hours of receipt of notice or the next business day, whichever is later.

13.03 Report to Work. If the daily tour of Jury Duty should end at a reasonable time prior to the end of the Employee's work day, the Employee shall be expected to report back for the remaining hours of their work day.

ARTICLE 14
HEALTH AND WELFARE BENEFITS

14.01 Health Insurance. The Employer shall provide eligible Employees with a plan of medical-surgical and related services. Upon employment, the Employer shall pay a portion of the premium for eligible Employees enrolled in the Health Plan. The provisions of the Plan are contained in the Plan Description.

Co-Pays

Office and Urgent Care

	2021	2022	2023	2024
With completing the Health Assessment and a qualifying activity	\$0	\$0	\$0	\$0
Without completing the Health Assessment and a qualifying activity	\$25.00	\$25.00	\$30.00	\$30.00

Beginning in 2022 Employees and their spouse (if applicable) must complete a Health Assessment and a qualifying activity to have a zero-dollar (\$0) co-pay the following year.

virtuwell

All virtuwell visits will have a zero (\$0) dollar co-pay.

HealthPartners Neck and Back Advantage

Employees who participate in the HealthPartners Neck and Back Advantage Program will have a zero-dollar (\$0) co-pay for all HealthPartners Neck and Back visits.

Emergency Department

- Effective January 1, 2022 - \$50 co-pay
- Effective January 1, 2023 - \$75 co-pay
- Effective January 1, 2024 - \$75 co-pay

Pharmacy

- Generic Prescriptions
 - Effective January 1, 2022 - \$9.00
 - Effective January 1, 2023 - \$10.00
 - Effective January 1, 2024 - \$10.00
- Brand Prescriptions
 - Effective January 1, 2022 - \$15.00
 - Effective January 1, 2023 - \$20.00
 - Effective January 1, 2024 - \$20.00

Enhanced Medication Therapy Management (MTM)

Employees who participate in the Enhanced MTM program will receive one (1) pharmacy co-pay for three (3) months’ supply through mail order pharmacy and will receive ninety percent (90%) coverage for certain diabetic supplies.

Annual Out of Pocket Maximum

- Single \$650.00
- Family \$1,250.00

14.02 Full-Time Eligibility. The Employer shall provide the following Welfare (Benefit) Program covering full-time Employees. Employees in a Benefit Status of plus thirty (+30) or greater shall be considered full-time for purposes of eligibility for benefits described in this Article.

The full-time Employee’s monthly contribution for enrollment in the Health Plan and for family medical coverage shall be:

Effective Date	01-01-22	01-01-23	01-01-24
Single	\$30.00	\$40.00	\$40.00
Family	\$80.00	\$90.00	\$90.00

14.03 Part-Time Eligibility. The Employer shall provide the option for medical coverage to Employees in a Benefit Status of at least plus fifteen (+15), but less than plus thirty (+30). The Employee’s monthly contribution toward single or family coverage shall be:

Effective Date	01-01-22	01-01-23	01-01-24
Single	\$85.00	\$95.00	\$95.00
Family	\$145.00	\$155.00	\$155.00

14.04 Full-Time Dental Insurance. The Employer shall pay the premium for and on behalf of full-time Employees enrolled in the Group Dental Plan. The provisions of the Plan are contained in the Plan Description.

The Employee contribution for dependent dental coverage shall be fifty percent (50%) of the difference between the total family rate and the single rate.

14.05 Part-Time Dental Insurance. The Employer shall provide the option for dental coverage to Employees in a Benefit Status of at least plus fifteen (+15), but less than plus thirty (+30).

The Employer contribution toward single dental coverage shall be fifty percent (50%) of the premium rate and twenty-five percent (25%) of the premium rate for Employees electing family coverage. The remaining cost of the coverage selected shall be paid by the Employee.

14.06 Hours Averaging Health and Dental Insurance Eligibility.

- A. **Hours Averaging to Full-Time Eligibility.** Employees in a Benefit Status of less than plus thirty (+30) shall be reviewed two (2) times a year to determine if hours compensated, would qualify the Employee for the same benefits available to Employees in a Benefit Status of at least plus thirty (+30), for the next eligibility period as described below.

The eligibility period shall be based on thirteen (13) pay periods. If the Employee's total hours, from the first pay period end date in December through the last pay period end date in May or from the first pay period end date in June through the last pay period end date in November, meets or exceeds seven hundred and eighty (780) hours, the Employer shall provide the

Employee the option of enrollment in the insurance plans specified in Section 14.02 and Section 14.04. Those hours compensated in the preceding six (6) month period in a Benefit Status of less than plus thirty (+30) shall determine eligibility for the subsequent six (6) month period.

- B. Hours Averaging to Part-Time Eligibility. Employees in a Benefit Status of minus fifteen (-15) and on-call shall be reviewed two (2) times a year to determine if hours compensated, would qualify the Employee for the same benefits available to Employees in a Benefit Status of at least plus fifteen (+15), but less than plus thirty (+30) above for the next eligibility period as described below.

The eligibility period shall be based on thirteen (13) pay periods. If the Employee's total hours, from the first pay period end date in December through the last pay period end date in May or from the first pay period end date in June through the last pay period end date in November, meets or exceeds three hundred ninety (390) hours, the Employer shall provide the Employee the option of enrollment in the insurance plans specified in Section 14.03 and Section 14.05. Those hours compensated in the preceding six (6) month period in a Benefit Status of less than plus fifteen (+15) shall determine eligibility for the subsequent six (6) month period.

14.07 Open Enrollment. There shall be an open enrollment period for applicable Health and Welfare Benefits once each calendar year during October/November for an effective date of January 1. If it is necessary for the Employer to change the open enrollment time, the Employer shall notify the Union prior to implementation of such changes.

14.08 Employee Waiver of Insurance Coverage. Employees may waive the Employer provided health insurance referred to in Section 14.01, subject to the conditions listed below. A waiver of insurance coverage also includes a waiver of any Employer contributions to that insurance coverage. An Employee wishing to waive insurance coverage must provide Human Resources with

written documentation proving that the Employee has other health insurance benefits to replace those the Employee is requesting to waive.

If an Employee chooses to waive health insurance coverage, they must complete an open enrollment form declining coverage or a cancellation form. An Employee may only waive coverage when first eligible, during open enrollment or within thirty-one (31) calendar days of a life event. A life event is defined as marriage, divorce, birth or adoption of a child, Employee's change in employment status, spouse's change in employment or a significant change in spouse's health coverage.

To be eligible for coverage in the future, the Employee must complete an enrollment form during the annual open enrollment period or within thirty-one (31) days of a life event.

Employees who refuse to choose or waive the health insurance coverage referred to in Section 14.01 shall be automatically enrolled in single coverage.

14.09 Long-Term Disability. The Employer shall provide at its expense a Long-Term Disability Plan for each full-time Employee. Benefits provided under this program are sixty percent (60%) of monthly pay. This coverage is effective the first day of employment.

14.10 Full-Time Life Insurance and Accidental Death and Dismemberment. The Employer shall provide at its expense a Life Insurance program for each full-time Employee upon commencement of employment. The amount of term insurance provided is fifty thousand dollars (\$50,000) and one hundred thousand dollars (\$100,000) for Accidental Death and Dismemberment.

The provisions of the program are contained in the Summary Plan Description. Employees may purchase additional life insurance, at the group rate within the Plan provisions, at their own expense.

14.11 Part-Time Life Insurance and Accidental Death and

Dismemberment. The Employer shall provide at its expense a Life Insurance Program for all Employees hired into a Benefit Status of fifteen (15) hours or more per week and less than thirty (30) hours per week upon commencement of employment. The amount of term insurance provided is twenty thousand dollars (\$20,000) and forty thousand dollars (\$40,000) for Accidental Death and Dismemberment.

The provisions of the program are contained in the Summary Plan Description. Employees may purchase additional life insurance, at the group rate within the Plan provisions, at their own expense.

14.12 Copy of/Changes to the Insurance Plans. Copies of Medical/Dental and Welfare Benefits are to be on file with the Union and the Company. Any changes to the Health Insurance Plan will be subject to negotiation with the Union.

14.13 Short-Term Disability. Upon at least thirty percent (30%) of eligible Employee participation, the Employer shall provide a Short-Term Disability Plan that shall allow the Employee the ability to purchase at their own expense. The Joint Labor/Management Task Force shall administer and implement a survey to determine the participation level and evaluate the on-going implementation of the Plan.

ARTICLE 15
RETIREMENT AND 401(K) PLAN

15.01 Retirement Plan. During the term of this Agreement, eligible Employees hired on or before December 31, 2007, who did not opt out of the Plan, will continue as active participants in the Plan, as long as they are continually employed by the company, subject to any changes in the Plan made during the term of the Agreement. The Company shall provide to the Union copies of any changes to the Retirement Plan.

Human Resources and the Union shall meet and discuss any changes to the Retirement Plan prior to such changes being implemented.

15.02 Medical and Dental Insurance. Employees who retire from GHI who are at least fifty-five (55) years of age may continue medical and dental insurance by paying the full group rate for active Employees represented by Local 12. Such continuation ability shall exist until the Employee becomes eligible for a Seniors' product.

15.03 401(k) Plan. The Employer shall continue to provide to eligible Employees the option to participate in the Group Health Plan, Inc. 401(k) Plan subject to the eligibility provisions of the Plan for particular benefits, which differ for Employees hired or rehired on or after January 1, 2008 (or Employees hired before January 1, 2008, who opted for the new 401(k) benefits), and provided governmental regulations permit the Employer to offer such a plan.

There shall be a continuous enrollment period for eligible Employees. If it is necessary for the Employer to change open enrollment, the Employer shall notify the Union prior to implementation of such changes.

15.04 Retirement Task Force. The Employer and the Union shall establish a Joint Labor/Management Task Force to review possibilities for Retiree Insurance(s) and Benefits.

ARTICLE 16
PROBATIONARY PERIOD

16.01 Length of Probationary Period.

- A. Length of Probationary Period for Employees in a Benefit Status of Plus Fifteen (+15) or Greater. New Employees shall serve a probationary period of one hundred twenty (120) calendar days except as modified below.

The following new Employees shall serve a probationary period of one hundred fifty (150) calendar days:

- Employees in Pay Grades D, E, F, G and H in the Claims Department
- Employees in Pay Grades D, E, F, G and H in the Actuarial area
- Employees in Pay Grades D, E, F, G, and H in the Purchasing/Warehouse area

In the event the Employee is on a bona-fide leave of absence for more than one (1) week, the Supervisor may extend the probationary period for an equivalent number of work days with notification to the Union.

If the Supervisor feels that a longer probationary period is necessary, the probationary period may be extended by thirty (30) calendar days with notification to the Union.

- B. Length of Probationary Period for Employees in a Benefit Status of Minus Fifteen (-15) or Less. New Employees shall serve a probationary period of ninety (90) work days, except as modified below.

The following new Employees shall serve a probationary period of one hundred twenty (120) work days:

- Employees in Pay Grades D, E, F, G and H in the Claims Department
- Employees in Pay Grades D, E, F, G and H in the Actuarial area

- Employees in Pay Grades D, E, F, G, and H in the Purchasing/Warehouse area

In the event the Employee is on a bona-fide leave of absence for more than one (1) week, the Supervisor may extend the probationary period for an equivalent number of work days with notification to the Union.

16.02 Authority to Dismiss. The Employer shall have sole authority to dismiss the Employee during the probationary period without recourse of the Union or the Employee.

16.03 Completion of Probationary Period. Upon completion of the probationary period, all rights and provisions of this Agreement shall apply and seniority shall be as of the original date of hire as a non-temporary Employee.

ARTICLE 17

SENIORITY

17.01 Definition. Seniority shall be based on an Employee's compensated hours accrued with the Employer from the most recent date of employment within the bargaining unit. However, during a medical leave, an Employee shall continue to accrue seniority, except seniority accrued for leaves longer than six (6) months shall be subject to Employer and Union agreement. In addition, during a military leave, an Employee shall accrue seniority while on leave.

Overtime hours shall not be computed as seniority hours; however, all holidays, vacation, earned sick leave and workers compensation hours actually paid up to six (6) months shall be computed as seniority hours and shall be added to the Employee's seniority standing as if actually worked.

Employee's compensated hours shall be recorded on the seniority list from date of hire.

Seniority shall be on a Company-wide basis for all permanent Employees, including on-call Employees.

17.02 Seniority Lists. A master seniority list shall be established by the parties, corrected and updated by the Employer each three (3) month period continuing throughout the term of the Agreement.

Such lists shall be based on transactions occurring up to and through the pay period closest to December 1, March 1, June 1, and September 1. The list shall contain the names, most recent hiring date, job title, the total number of compensated hours since the most recent hire date in the bargaining unit and the location of all permanent Employees, including on-call Employees and Employees whose names are on the Recall List.

In the event two (2) or more Employees begin work on the same day and they have the same number of seniority hours, the seniority placement shall be based on the last four (4) digits of the Employee's social security number. The Employee with the lowest four (4) digit number shall be deemed the most senior. This shall be identified as such on the seniority list.

In the event two (2) or more Employees have the same number of seniority hours, but different start dates, the seniority placement shall be determined by the Employee's date of hire. The Employee with the greatest length of service with the Employer shall be deemed the most senior. This shall be identified as such on the seniority list.

A copy of the master list shall be sent by the Employer to the Local 12 Union office within thirty (30) calendar days of the ending transaction date each three (3) months (unless unforeseen circumstances prevent such occurrence). This listing shall be posted at all locations for Employee review at the same time it is quarterly furnished to the Union.

A location seniority list (sub list of the Company-wide list) shall be prepared by the Employer in the same manner as provided above, primarily for the purposes of in-location bidding and vacation selection.

17.03 Appeals. In the event Employees and/or the Union notifies Human Resources of an error in the seniority list within thirty (30) calendar days from the date of the posting and the error is within the previous twelve (12) months of the most recent transaction date, Human Resources shall research the error. If a change is made to an Employee's seniority hours, the new seniority hours become effective when the change is communicated to the Employee and the Supervisor. However, the new seniority hours shall not appear until the next seniority list is posted.

In the event Employees and/or the Union notifies Human Resources of an error in the seniority listing more than thirty (30) calendar days from the date of posting, but the error is within the previous twelve (12) months of the most recent transaction date, Human Resources shall research the error.

If a change is made to an Employee's seniority hours, the new seniority hours shall not become effective or appear until the next seniority list is posted.

In no case, shall Human Resources research an error if it is notified of such error more than twelve (12) months from the most recent transaction date.

17.04 Use of Seniority. The Employer and the Union agree to recognize an Employee's right to exercise their seniority in the following areas:

- A. Scheduling of hours and shifts.
- B. Offering/assigning of overtime and additional hours.
- C. Scheduling of vacation time.
- D. Scheduling of work on a holiday.
- E. Job bidding.
- F. Layoff and recall.
- G. Remote work.

17.05 Loss of Seniority. An Employee shall lose their seniority for the following reasons:

- A. Voluntary resignation.
- B. Discharge for just cause.
- C. Laid off for more than twelve (12) months.
- D. Failure to respond to layoff recall notice within ten (10) work days.
- E. Retirement.

17.06 Seniority Upon Leaving/Entering the Bargaining Unit.

- A. All Employees. An Employee leaving the bargaining unit for a non-bargaining unit position shall have their seniority restored if they return to a bargaining unit position within one (1) year. Return rights shall not be granted beyond one (1) year. Bargaining unit seniority cannot be used to bid into a bargaining unit position while in a non-bargaining unit position, unless mutually agreed to by the Employer and Union.
- B. Administrative Secretary. When an Employee is taken out of the bargaining unit because they are working as the Administrative Secretary to a Director, they shall be allowed to return to the bargaining unit if the position no longer reports to a Director. In order to accomplish this, however, they may not bump an Employee currently in the bargaining unit. Upon re-entering the bargaining unit all seniority, pay, and benefits previously accumulated shall be restored.

17.07 Seniority When Holding Multiple Positions.

- A. Placement on Seniority List. In the event an Employee holds two (2) or more positions at two (2) or more locations, placement on the seniority list shall be the location in which the Employee holds the greatest number of scheduled hours.

In the event an Employee holds two (2) or more on-call positions at two (2) or more locations or holds two (2) or more positions, which have the same number of scheduled hours, the Employee shall be placed on the seniority list in accordance with the first position held.

- B. Use of Seniority. An Employee may use only the location on which they appear on the seniority list for purposes of job bidding. For all other uses, an Employee shall use their Company Seniority at each location in which they hold a position.

ARTICLE 18

ON-CALL EMPLOYEES

It shall be the responsibility of on-call Employees to make their Supervisor aware of times when they are unavailable to work. An on-call Employee shall be considered to have voluntarily terminated if they do not work for one (1) month and has been called to work at least three (3) times during this period, unless the Employee notifies their Supervisor they will be unavailable for a period of up to three (3) consecutive months in a twelve (12) month period. The three (3) month period and/or the number of three (3) month time blocks may be extended with Supervisory approval. The Supervisor shall provide the Employee, in writing, a specific reason for the voluntary termination.

ARTICLE 19

JOB BIDDING AND PROMOTIONS

19.01 Postings. Whenever vacancies occur or a new job title is established, a notice of such vacancy and new job title shall be available electronically, if accessible to Employees, and/or posted at each location for a period of three (3) work days. Employees bidding on a posted vacancy must use the electronic bidding tool.

The notice shall contain the job title, the job description, scheduled hours, including the length of meal period, if any, the job location, the job Pay Grade and multiple site requirements.

Pursuant to Article 22.01, vacancies shall be reposted after three (3) months if still filled by a Temporary Employee and shall be reposted every sixty (60) calendar days thereafter until such vacant position has been filled.

19.02 Use of Seniority for Filling Vacancies. Vacancies shall be filled based on seniority in the following order:

- A. **Location Bidder.** Selection of Employees shall be made from eligible bidders in the same location as the posted vacancy as established by the location seniority list. Employees who hold more than one (1) position at more than one (1) location shall utilize their seniority in accordance with Article 17. Employees whose names are on the Recall List and are bidding on a vacancy shall utilize their seniority for the location from which they were laid off.
- B. **Company-wide Bidders.** If the vacancy is not filled from Employees in “A” above, selection of Employees shall next be made from eligible bidders Company-wide as established by the Company-wide seniority list.
- C. **Recall List.** If the vacancy is not filled from Employees in “B” above, the vacancy shall be filled from Employees on the Recall List (see Article 20.16).

19.03 Return Rights. If an Employee is bumped from their position and the Employee’s former position becomes vacant within six (6) months of the Employee being bumped from their position and the position does not become vacant as a result of the previous incumbent failing their trial period, the bumped Employee shall be offered to return to this position before the position is posted. If the Employee accepts the position, they shall be paid at the step of the Pay Grade that they would have received had the Employee not been bumped. If the Employee does not return to their former position, the vacancy shall be posted.

19.04 Awarding Positions. The bid position shall be awarded on seniority and qualifications. For purposes of this Section, an Employee who meets the required qualifications on the job description shall be deemed qualified. Selection of Employees shall be made from among eligible bidders in order of seniority.

The Employer shall be the judge as to the qualifications and competence of its Employees. This provision shall be subject to Article 24.

The parties agree that the terms “qualified” and “qualifications” as used in this Section of the Agreement include, in addition to specific task-skills required in a particular position, the interpersonal skills necessary to interact with patients, clients, and co-workers in a manner that produces high levels of customer satisfaction with the service the customer receives.

Therefore, decisions about who shall be hired and who is qualified for a position they are bidding into shall, in part, be based on this criterion. Denial of an Employee’s bid for a position based on the basis of not being qualified from an interpersonal skills standpoint shall be based on written documentation of the Employer. In addition, the parties agree that the failure to provide good service is a legitimate ground on which to base discipline if it is evident that this is a pattern of behavior on the Employee’s part. Such discipline shall be subject to the normal standards of progressive discipline.

19.05 Bidding Restrictions. New Employees and Employees moving to another position either through a promotional, lateral, status change or down bid shall be restricted from bidding on any other position for a period of twelve (12) months. The Employer may waive this restriction for Employees with at least six (6) months of service in their current position.

As an exception to the above, in the following situations, the Employee shall not be considered to be restricted from bidding out of their current position:

- The Employee bids on and is awarded a position as part of the initial staffing of a newly open location.
- The Employee bids on and is awarded a position because they have been informed that they shall be affected by a layoff and as a result bid on a position in lieu of the layoff.

- The Employee is placed in a position pursuant to returning from a medical leave of absence.
- The Employee bids on and is awarded a position that results in an increase or decrease of the Employee's FTE if the position is within the same work area and job title as the Employee's current position.
- The Employee bids on and is awarded the lead portion of a position in their department.
- The Employee bids on and is awarded a temporary position.
- The Employee is relocated pursuant to Section 19.12.

19.06 Interview and Testing. An Employee who bids on a position shall be afforded the opportunity to travel, test and interview on Company paid time up to a maximum of five (5) hours per calendar year.

19.07 Notice of New Position. An Employee awarded a new position shall give a two (2) week notice in their current position.

This two (2) week notice may be shortened or lengthened by mutual agreement between the Supervisors. However, if the Employee is not able to move to the new position because of staffing considerations in the Employee's current location, the Employee promoted shall receive the higher rate of pay as of the date of promotion established by the two (2) week notice as described above.

19.08 Trial Period.

- A. **Length of Trial Period.** Employees awarded a bid or placed in a different position in their same job title shall be given a fair and reasonable trial period with adequate training for a period of sixty (60) calendar days, except as modified below.

The following Employees shall serve a fair and reasonable trial period of up to ninety (90) calendar days:

- Employees in the Patient Accounting Representative job title
- Employees in Pay Grades D, E, F, G and H in the Claims Department
- Employees in Pay Grades D, E, F, G and H in the Actuarial area
- Employees in Pay Grades D, E, F, G and H in the Purchasing/Warehouse area
- Employees in a Lead position
- Employees awarded a bid or placed in a different position in a different job title

The following Employees shall serve a fair and reasonable trial period of up to one hundred twenty (120) calendar days:

- Employees in the Adjustment Claims Examiner job title(s)
- Employees in the Claims Customer Service Examiner job title(s)
- Employees in the Claims Recovery/Collection Examiner job title(s)

In the event the Employee is absent for more than one (1) week, the Employer may extend the trial period described above for an equivalent number of work days with notification to the Union.

The trial period may be extended by sixty (60) days with written notification by the Employer to the Union outlining the area(s) of concern. Notification to the Employee will include meeting with the Employee and discussing the area(s) of concern and the leader's expectations.

- B. Release to Former Position. At any time during the trial period, an Employee may, with the agreement of both the Employee's current Supervisor and the Supervisor of the Employee's former position, be released from the new position and restored to their former position, if the position is still vacant, without loss of seniority.
- C. Failed Trial Period. In the event that the Employee fails the trial period, they shall be provided, in writing, a specific reason for the failed trial period. Placement in another position shall follow the process outlined in Addendum C.
- D. Removing Material From File. At the Employee's written request, the documentation containing the written reasons of the Employee's failed trial period shall be removed from the Employee's file maintained by the Supervisor after six (6) months from the date of the failed trial period.

19.09 Higher Rate of Pay. An Employee filling in on a higher job title shall be paid the minimum of the higher job title or an extra thirty-five cents (\$.35) per hour, whichever is higher, for the fill-in period, provided the Employee performs the major duties of the higher rated job.

19.10 Lead Vacancies. When the need for a Lead arises, it shall be posted in the affected department only if it is to be filled by one of the existing Employees. The bid shall be awarded to the most senior qualified bidder. If the Lead position involves adding another position to a department, the posting shall follow the procedure outlined in Sections 19.01, 19.02 and 19.04 of this Article.

19.11 Temporary Vacancies. Temporary vacancies that the Employer decides to fill from among current Employees and which are expected to exceed sixty (60) calendar days shall be posted at the location involved. Temporary vacancies expected to last less than sixty (60) calendar days shall not be subject to the above posting procedure. When filling temporary vacancies from within, consideration shall be given to seniority of the Employees at the location. Employees who are otherwise eligible to bid and are awarded temporary positions shall not be restricted from bidding; however, such Employees shall be required to complete the temporary assignment.

19.12 Relocation. An Employee relocated pursuant to this Section shall not be required to accept a position that shall result in a change to their Benefit Status.

A. **Relocation of a Clinic or Administrative Department.**

When an entire clinic or an administrative department moves to a new location, the Employees shall be required to transfer to the new location.

B. **Relocation of a Medical/Dental/Administrative Work Area.**

When a medical/dental/administrative work area is moved from one location to another, Employees in that work area shall have first opportunity to elect to move with the work area. Employees who choose not to move may exercise their seniority in their job title at their current location or in any previously posted vacant positions throughout the system.

If an Employee(s) elects to exercise their seniority within their job title to stay at their current location, the least senior Employee(s) in that job title and location shall be assigned to the new location. In the event the Employee(s) would opt for a vacant position, the resulting vacant FTE shall be posted.

- C. Relocation of a Subset of a Medical/Dental/Administrative Work Area. When a subset or a portion of a medical/dental/administrative work area is moved from one location to another, the opportunity to elect to move shall be offered by seniority within this subset or portion. Employees who choose not to move may exercise their seniority in their job title at their current location. If an Employee(s) elects to exercise their seniority within their job title to stay at their current location, the least senior Employee(s) in that job title and location shall be assigned to the new location.
- D. New Location. When new locations open, seniority shall prevail unless agreement to the contrary is reached between Human Resources and the Union where the operation of new or existing locations are adversely affected by the current provisions of the Agreement.

ARTICLE 20

LAYOFF

20.01 Involuntary Transfer. When overstaffing occurs in a given location and there is an opening in an existing position in the same Pay Grade and Benefit Status (full-time, +30, +15 and -15) in that location, the Employer may transfer the least senior Employee from such an overstaffed position to the open existing position for a period of up to six (6) months if the Employee is qualified for the position. During this six (6) month period, if a position in the Employee's original job title and Benefit Status becomes available, the transferred Employee shall be allowed to return to that position. If at the end of this six (6) month period, no such position becomes available, the transferred Employee shall remain in the current position. Such transfer shall be accomplished outside the normal posting and bidding procedure.

20.02 Determination of Layoff. The Employer shall designate the job title, FTE and affected area of positions to be reduced in hours or eliminated.

20.03 Notice to the Union. Human Resources shall notify the Union in writing prior to seeking volunteers for any elimination/reduction in hours. Human Resources shall inform the Union of the reasons for the elimination/reduction in hours.

20.04 Volunteers for Elimination of a Position. In the case of an elimination of a position, the Employer shall first seek volunteers, by seniority, to be laid off. Such volunteers must be in the same FTE, job title and affected area as the position to be eliminated.

20.05 Volunteers for Reduction in Hours. In the case of a reduction of hours, the Employer shall first seek volunteers, by seniority, to reduce their hours. Such volunteers must be in the same job title within the affected area as the position that is being reduced in hours. In addition, the volunteer's current schedule must coincide with the reduction of hours.

20.06 Notice to Employee. If there are no volunteers, the Employee(s) with the least amount of seniority in the affected area, FTE and job title as the position to be eliminated or reduced in hours shall be notified that their position is being eliminated or reduced in hours.

The Employer shall notify the affected Employee of their option(s). The Employee may have a Union Steward present at this notification meeting, if desired by the Employee. The options presented to the Employee shall include the schedule of the option(s) and location.

An Employee shall have three (3) work days, excluding Saturdays and Sundays, to advise the Employer of their selected option.

Employees shall be given ten (10) work days notice prior to the scheduled effective date of the layoff or new position or, if the notice is less than ten (10) work days, the Employer shall provide a day's pay for each regular work day of notice less than ten (10) days.

20.07 Testing. An Employee who has received notice that their position is being eliminated or reduced in hours and who tests for an option shall be allowed to do so without loss of pay, including travel time. An Employee who is asked by the Employer and agrees to test on non-scheduled work time shall be compensated at one and one-half (1.5) times their regular rate of pay.

20.08 Layoff Procedure. At any point in the process, the notified Employee may choose to accept layoff in lieu of the options below or if the notified Employee's position is being reduced in hours, they may choose to reduce the necessary hours in their current position.

The Employee shall be provided with a list of all vacancies for positions represented by Local 12. At the Employee's option, such Employee may accept a vacant position in any Pay Grade regardless of the location or Benefit Status.

- A. The Employee designated for the elimination of their position, a layoff or a reduction in hours shall bump the least senior Employee in the same Pay Grade in the same location.
- B. If no option in "A" exists, the Employee shall accept a vacancy in the same Pay Grade within sixteen (16) miles of the Employee's same location.
- C. If no option in "B" exists, the Employee shall:
 - Bump the least senior Employee in the same Pay Grade within sixteen (16) miles of the Employee's same location;
or
 - Bump the least senior Employee in a successive lower Pay Grade at the Employee's same location.
- D. If no option in "C" exists, the Employee shall accept a vacancy in the same Pay Grade regardless of location.
- E. If no option in "D" exists, the Employee shall bump the least senior Employee in a successive lower Pay Grade within sixteen (16) miles of the Employee's same location.

- F. If no option in “E” exists, the Employee shall bump the least senior Employee in the same Pay Grade regardless of location.
- G. If no option in “F” exists, the Employee shall bump the least senior Employee in a successive lower Pay Grade regardless of location until placement in a position.
- H. If none of the above options is possible, the Employee shall be laid off and the Employee’s name shall be placed on the Recall List.

20.09 Conditions for Bumping or Accepting Vacancies.

The Employee exercising bumping rights must have greater seniority than the Employee who is being bumped.

If more than one (1) Employee selects a vacancy or bump option, the Employee with the greater seniority shall have priority in exercising that option.

All Employees bumping into another job title or accepting a vacancy in another job title must be qualified to perform the duties of that position.

Employees bumping a less senior Employee, may bump only a less senior Employee working in the same Benefit Status (full- time, +30, +15 or -15) or a Benefit Status of fewer hours.

20.10 Transfer of Pre-approved Vacation. The pre-approved vacation of an Employee subject to this Article shall be handled in accordance to Article 7.08.

20.11 Trial Period. An Employee displaced under this Article, shall be given a fair and reasonable trial period with adequate training for a period of sixty (60) calendar days in the new job title except as modified below:

The following Employees shall serve a fair and reasonable trial period of up to ninety (90) calendar days:

- Employees in the Patient Accounting Representative job title
- Employees in Pay Grades D, E, F, G and H in the Claims Department
- Employees in Pay Grades D, E, F, G and H in the Actuarial area
- Employees in Pay Grades D, E, F, G and H in the Purchasing/Warehouse area

The following Employees shall serve a fair and reasonable trial period of up to one hundred twenty (120) calendar days:

- Employees in the Adjustment Claim Examiner job title(s)
- Employees in the Claims Customer Service Examiner job title(s)
- Employees in the Claims Recovery/Collection Examiner job title(s)

In the event the Employee is absent for more than one (1) week, the Employer may extend the trial period for an equivalent number of work days with notification to the Union.

An additional sixty (60) calendar days may be added to the trial period with written notification by the Employer to the Union outlining the area(s) of concern. Notification to the Employee will include meeting with the Employee and discussing the area(s) of concern and the Leader's expectations.

In the event the Employee fails the trial period, they shall be provided, in writing, a specific reason for the failed trial period. Placement in another position shall follow the process outlined in Addendum C.

However, the Union reserves the right to challenge the Employer's determination that the Employee has failed the trial period through the grievance/arbitration provisions of the contract.

20.12 Wage Rate. An Employee who is placed in a lower Pay Grade shall receive the maximum of the lower Pay Grade or be placed at the step that is closest to, but not less than their present rate of pay, whichever is lower.

20.13 Placement on Recall List. An Employee who is laid off shall be placed on a Recall List at the Pay Grade and Benefit Status of their original position.

Employees shall have recall rights for a period of twelve (12) months after the effective date of the layoff.

An Employee who is placed on the Recall List shall have the option to have their earned, but unused vacation leave and personal holiday paid out upon the effective date of their layoff or have such benefits placed in an account until they are recalled. If at the end of twelve (12) months from placement on the Recall List the Employee has not been recalled, the benefits placed in the account shall be paid to the Employee at the rate of pay the Employee had been earning when placed on the Recall List.

Human Resources shall provide the Union with a copy of the Recall List on a monthly basis, including the names of Employees, their job title, Pay Grade, location, Benefit Status, hourly rate of pay and the date the Employee's name was placed on the Recall List.

20.14 Bidding While on Recall List. While on the Recall List, Employees may exercise bidding rights under Article 19. It shall be the Employee's responsibility to be aware of posted positions.

20.15 Recall for Temporary Positions. Employees may be recalled into temporary vacancies within the same job title and location from which they were laid off. Such recall may be by telephone. The Employee must be able to report at the start of the vacancy or as agreed to by the Supervisor and the Employee on recall. The name of the Employee shall remain on the Recall List while working in this temporary position.

20.16 Recall for Permanent Positions. As permanent opportunities for recall occur during the recall period, the Employer shall recall the Employee with the greatest amount of seniority on the Recall List providing the Employee is qualified to perform the duties of the available position. Employees shall be recalled into a position of like status and pay.

Notice of recall shall be sent by certified mail (return receipt requested) to the last known address of the Employee. The Employee shall have five (5) work days from receipt of this notice to notify the Employer of her/his intent to return. Failure to report for work within ten (10) calendar days of receipt of the recall notice shall result in complete loss of seniority and removal from the Recall List.

20.17 Removal from Recall List.

- A. Employees who are recalled to a permanent position in the same Pay Grade and Benefit Status as their original position and who decline the offer of recall shall result in complete loss of seniority and removal from the Recall List.
- B. Employees who bid and are awarded a position while on the Recall List shall be removed from the Recall List.

20.18 Probationary Employees. The provisions of this Article shall not apply to probationary Employees as defined in Article 16.

20.19 Use of Seniority List. When designating Employee(s) for layoff, the Employer shall use a master seniority list as provided for in Article 17.02.

ARTICLE 21
SHORT-TERM STAFF OVERAGES

21.01 Daily Overages. The Supervisor may respond to short-term or daily staffing overages in an affected area as follows:

1. First seek volunteers, by job title and seniority to either:
 - Work at a different location if the Supervisor determines that such work is available;
 - Use vacation or personal holiday time;
 - Use make up time as provided in Article 3.07; or
 - Take time off without pay.
2. If there are no or insufficient volunteers, the least senior Employee(s) in the affected area, by job title, must select one of the options listed in #1 above.

21.02 Temporary Closures. If the Employer makes a preplanned decision to temporarily close a work area/clinic/location during hours of operation, Employees who would have been scheduled to work during such hours shall have the following options by seniority:

- Work at a different location if the Supervisor determines that such work is available;
- Use vacation or personal holiday time;
- Use make up time as provided in Article 3.07; or
- Take time off without pay.

In the event a preplanned temporary closure exceeds two (2) scheduled work days for an Employee, such Employee shall be compensated for the remainder of the closure.

Premium pay or temporary lead pay shall not be paid for hours not worked because of preplanned temporary closings. Only normal pay shall be paid for scheduled hours lost because of such situations.

Employees on prescheduled paid time off such as personal holidays, vacations or leave of absence are not eligible for preplanned temporary closing pay, but shall be paid as previously scheduled.

21.03 Conditions. Use of unpaid time under this Article shall not affect time off benefits or seniority.

Employees shall receive round trip mileage for the distance between the Employee's regularly assigned clinic/location and the temporarily assigned clinic/location at the currently approved Internal Revenue Service reimbursement rate.

ARTICLE 22

TEMPORARY EMPLOYEES

22.01 Definition. A Temporary Employee is defined as being hired as a temporary replacement for an Employee on a leave of absence, out sick, on vacation or to cover a vacant position. A Temporary Employee is either a GHI Employee or an individual from an outside agency. An Employee hired as a Temporary Employee shall not work more than three (3) months in any contract year. In addition, such time period shall not be extended by rotating additional Temporary Employees through that position.

As an exception to the above, the three (3) month period may be extended for:

- A temporary replacement for an Employee on an authorized leave.
- A Temporary Employee covering a vacant position provided such vacant position has been posted pursuant to Article 19.01. Such temporary vacancy shall be reposted at the conclusion of the three (3) month period and shall be reposted every sixty (60) calendar days thereafter until such vacant position has been filled.

22.02 Union Notification. The Employer shall notify the Union fourteen (14) calendar days prior to hiring a Temporary Employee and shall provide the following information: job title, job location, status, duration of the temporary appointment and reason for the use of the Temporary Employee.

However, in the event of emergency staffing, this notification shall occur as soon as practicable.

In addition, Union Stewards in the affected area shall be notified of such Temporary Employees.

22.03 Monthly Reports. On the first work day of each month, Human Resources shall notify the Union with a comprehensive report of Temporary Employees being utilized. Such report shall include the name of the Temporary Employee, location, job title covered, start date, projected end date, total amount of time used, reason for the use and the name of the Temporary Employee's Supervisor.

22.04 Permit Fee. As a condition of employment, a Temporary Employee shall, after thirty-one (31) days of employment, remit to the Union the established monthly permit fee. Such Temporary Employee shall not be subject to the terms of this Agreement with the exception of "start" pay rates of Article 27 pertaining to the Pay Grade in which employed. However, the "start" rate of pay for individuals from an outside agency shall be determined by that agency.

22.05 Projects. Notwithstanding the provision of Section 22.01, in the event of projects requiring Employees to work on a limited time basis, special Temporary Employees shall be permitted. It is understood such Employees shall not be utilized to eliminate overtime of regular Employees.

The Union shall be given written notice in advance of such projects. Projects extending thirty-one (31) days or more shall require an Employee so utilized to pay the established monthly permit fee to the Union.

ARTICLE 23

STEWARDS

23.01 Stewards. The Union shall select Stewards in proportion to the number of Employees in a work area as determined mutually by Human Resources and the Union. Such Stewards shall be recognized by the Employer as the proper authority to take up any grievance that may arise and all matters pertaining to conditions of employment.

23.02 Steward Activity. A Steward and one (1) other Union member shall be afforded time off without deductions of pay to meet with the Employer on grievances or other Union business. The Steward shall secure approval from their Supervisor for time required for Union business and the prerogative shall not be abused.

23.03 List of Stewards. The Union shall furnish Human Resources with a listing of all Stewards on a quarterly basis.

ARTICLE 24

GRIEVANCE AND ARBITRATION

24.01 Definition. A grievance within the meaning of the Agreement shall be any difference of opinion, controversy or dispute arising between the parties hereto relating to the interpretation or application of any provision of this Agreement.

24.02 Grievance Procedure. Grievances shall be timely if submitted within twenty (20) calendar days after the date of occurrence giving rise to the grievance or within twenty (20) calendar days of the date that the Employee(s), through use of reasonable diligence, should have had knowledge of such occurrence. The steps in the grievance procedure are as follows:

Step 1

An Employee, with or without a Representative of the Union, shall informally discuss the grievance with the appropriate Supervisor.

This informal discussion should take place early enough in the process that if the issue is not resolved to the Employee's and/or Union's satisfaction, the Employee and/or the Union can submit a written grievance within the twenty (20) calendar day period described above. During the grievance procedure, there shall be a presentation of the facts regarding the grievance by both parties.

The Step 1 process of the grievance procedure may be waived with mutual agreement of the parties.

The Union shall have the right to take up a discharge or system-wide class action as a grievance at the second step of the grievance procedure.

Step 2

If the grievance is not resolved in Step 1, the written grievance shall be submitted to Human Resources.

A meeting with the authorized Union Representative shall be scheduled with the designated Employer Representative within ten (10) work days.

The written grievance shall specify the Article(s) and Section(s) of this agreement alleged to have been violated or other basis for the grievance, a description of the nature of the violation and the remedy requested.

The Employer shall issue a written response to the grievance within twenty-one (21) work days following this meeting. Any agreed upon resolution shall be put into writing.

Step 3

If the grievance remains unresolved, the Union may refer the matter to Arbitration. Any demand for Arbitration shall be in writing and must be received by Human Resources within sixty (60) calendar days following the Union's receipt of such Step 2 response.

Upon mutual agreement, the Union and Human Resources may elect to submit the grievance to grievance mediation.

The agreement to use grievance mediation does not require either party to waive its right to subsequently proceed to Arbitration.

24.03 Time Limitations. 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 barred, waived and forfeited and it shall not be submitted to Arbitration, but such bar, waiver or forfeiture shall not be considered a precedent for future related grievances.

The time limitations provided herein may be extended by mutual written agreement of the parties.

24.04 Arbitration. A grievance submitted to Arbitration shall set in motion the following procedure:

- A. The authorized Employer Representative and the authorized Union Representative shall endeavor to select a mutually acceptable Arbitrator to hear and decide the grievance.
- B. Should the parties be unable to select an Arbitrator, either party may request the Federal Mediation and Conciliation Service to submit seven (7) names as candidates. Each party shall have the right to strike three (3) names, with the remaining candidate to be named the neutral Arbitrator. Either party has the opportunity to reject the entire panel one (1) time and seek a new panel. The Arbitration hearing shall convene as soon as possible.

The decision shall be final and binding upon the Employer, the Union and the aggrieved Employee.

If the dispute is in regard to hours of pay as provided by this Agreement, the settlement shall be retroactive as of the date of violation.

The fees and expense of the neutral Arbitrator shall be borne equally by the Company and the Union.

- C. The neutral Arbitrator shall not have the authority to render an award that shall have the effect of adding to, subtracting from or in any other way changing the provisions of this Agreement, nor to render a decision contrary to or inconsistent with the application of laws, rules or regulations having the force and effect of law.
- D. The Arbitrator's decision shall be in writing and shall set forth fully the basis on which the decision and award is made.
- E. Should a transcript of the hearing be requested by either party, the cost of the transcript and its preparation shall be borne by the requesting party.

ARTICLE 25

CORRECTIVE ACTION AND DISCHARGE

25.01 Progressive Discipline. The Employer shall discipline for just cause only. The Employer follows progressive discipline when disciplining its Employees. The normal sequence is oral warning, written warning, suspension (not to exceed three calendar weeks), then discharge. However, the same level of discipline may be issued more than once before progressing to the next level of discipline. Serious offenses may require a higher level of discipline as an initial action.

25.02 Notification. Copies of all disciplinary actions shall be given to the Employee and shall be mailed to the Union office at the time of issuance.

25.03 Union Representation. Employees shall be afforded the right to Union representation for the purposes of questioning an Employee during an investigation in which the Employee has reasonable concern that such questioning may lead to disciplinary action of that Employee and/or when the Employee is receiving discipline. When an investigatory meeting is held, the Employee shall be advised of the nature of the investigation prior to questioning.

25.04 Personnel Files. An Employee shall have access to their personnel file upon written request to Human Resources. Said Employee shall not be privy to the personnel file of an Employee other than their own file and inspection shall be done only in the presence of a Human Resources Representative.

An Employee may file a written rebuttal relating to the specifics of any disciplinary action. Such rebuttal shall be placed in the Employee's Human Resources personnel file.

25.05 Removing Materials From File. At the Employee's written request, all records of disciplinary action shall be removed from the Employee's file maintained by a Supervisor after one (1) year, if a related offense does not occur within one (1) year of the original offense.

In decisions regarding job bids, the interviewing Supervisor may disregard such disciplinary action.

All disciplinary records shall be maintained permanently in the Employee's official personnel file and shall not be used in future disciplinary action(s) or in decisions regarding job bids, if a related offense does not occur within one (1) year of the original offense.

25.06 Confidentiality. Any and all disciplinary proceedings shall be conducted in a private manner.

ARTICLE 26
TERMINATION OF EMPLOYMENT

26.01 Involuntary Termination. Any Employee subject to the terms of this Agreement shall be given a one (1) week written notice of their termination during the first six (6) months of employment, except in the case of gross misconduct: for example, such serious offenses may include theft, intentional falsification of records and assault. In the event of discharge thereafter, the Employee shall be given a two (2) week written notice or two (2) weeks salary in lieu of notice except as noted above.

26.02 Resignation. The Employee shall give the Employer at least a two (2) week written notice of their intention to voluntarily resign. The Employee shall forfeit all contract benefits if said notice is not given to the Employer, unless said notice is waived by the Employer.

26.03 Job Abandonment. An Employee who is absent for three (3) consecutive work days without notifying their Supervisor shall be considered to have voluntarily quit (unless the giving of such notice would be unreasonable under the circumstances).

ARTICLE 27
PAY GRADES AND SALARY RANGES

27.01 Job Titles Within Pay Grades. Additional job codes listed reference job titles with Lead, On-Call, Float, or a combination, for example, a Lead Float.

Pay Grade A

None

Pay Grade B

Claims Mail and ICR Clerk (121512, 121516)
General Receptionist (128520)
Issuing Clerk (122360)
Mail Clerk (120380)
Microfilm Clerk (121240)
Underwriting Clerk II (122560)

Pay Grade C

Accounts Payable Clerk I (122570)
Claims Data Entry Clerk (121515)
Claims Support Clerk I (121560)
Claims Support Clerk II (122890)
Document Preparation Clerk (126460)
Duplicating Center Operator & Technician (122520, 122525)
General Secretary (120210)
Issuing and Support Staff Float (122267)
MAC Scanning and Records Technician (123260)
Medical Office Assistant I (124010, 124012, 124015)
Office Maintenance & Materials Handler (122590)
Office Services Float (120230)
Patient Accounting Technical Assistant (121250)
Pharmacy Office Assistant (123450)
Pharmacy Technical Assistant I (120300, 120302, 120305, 120308)
Pharmacy Technical Assistant I – Certified (120301, 120307)
Sales & Marketing Materials Handling & Distribution Clerk
(121110)

Pay Grade D

Appointment Center Scheduling Assistant (124000, 124002,
124005)
CareLine Assistant (124080, 124082)
Claims Data Support Tech (123290)
Clinic Assistant (124020, 124022, 124024, 124025, 124028,
124029)
Dental Claims Clerk (121040)
Dental Receptionist (120850, 120852, 120854, 120855, 120858)
Deposit Clerk (122420)
Dietary Data Technical Assistant (123010)

Expense Reimbursement Clerk (126470)
Group Underwriting Clerk (120900)
HIM Assistant (123780)
HIM Scanning and Indexing Technician (123350, 123352)
Issuing & Inventory Clerk (122268, 122266)
Materials Handling & Distribution Worker (121480, 121482,
121485)
Medical Secretary (120170, 120172, 120175)
Patient Accounting Scanning and Records Technician (123210)
Receiving Dock Assistant (122920)
Referral Technician (122070)
Ridecare Scheduler (129990, 129992, 129995)
Riverview Claims Support Clerk (122890)
Specialty Revenue Clerk (127950)
Workflow Technician (122870)

Pay Grade E

Accounts Payable Clerk II (122580)
Administrative Secretary (120260, 120262, 120265)
Administrative Technical Assistant (122278, 122286)
Administrative Technical Assistant/Clinic Assistant (123420,
123422)
After Hours Care Scheduling Assistant (122020)
Care Team Assistant (122780)
Claims Examiner (121500)
Credentialing Database Management Assistant (127040)
Dental Billing & Collections Clerk (120820)
Dental Claims Examiner (121670)
Disease and Case Management Assistant (120943, 120948)
Financial Assistant (123170, 123172, 123175, 123178)
Financial Assistant/Administrative Technical Assistant (123250)
Geriatric Program Care Unit Assistant (120484)
Geriatric Programs Office Assistant (126900)
Geriatrics Referral Assistant (120321, 120327)
Group Deposit Clerk (120980)
Group Enrollment Clerk (121020)
Health Information Release Technician (120180, 120182)
Invoice Processing Clerk (126480, 126485)
Medical Department Administrative Technical Assistant (123100,

123102)
Medical Transcriptionist (120520, 120522, 120525)
MTM Outreach Assistant (122880, 122885)
Office Services Customer Service Technical Support (126580,
126588)
Patient Accounting Credit & Collection Representative I (120991)
Pharmacy Customer Service Assistant I – Certified (120319, 120316)
Pharmacy Technical Assistant II (120310, 120312, 120315, 120318,
120323)
Pharmacy Technical Assistant II – Certified (120311, 120313,
120314, 120317, 120324)
Pharmacy Technical Assistant II/Administrative Technical Assistant
(123320, 123322)
Quality Improvement Technical Assistant (120500)
Referral Network Secretary (122960, 122965)
Specialty Scheduling Assistant (123150)
Surgery Scheduling Technical Assistant (123160, 123162, 123165,
123168)
Surgery Scheduling Technical Assistant/Clinic Assistant (123163,
123167)
Surgery Scheduling Technical Assistant/Specialty Scheduling
Assistant (123340, 123343)
Tape Librarian (121290)
TMD Secretary (120960)

Pay Grade F

Accounts Payable Clerk III (122720)
Accounts Receivable Technician (123120)
Administrative Secretary/Patient Service Technician (120269)
Administrative Technical Assistant/Patient Service Technician
(122277)
Behavioral Health Intake & Provider Schedule Assistant (123460)
Case Management Administrative Assistant (122330)
Case Management Operation Support Tech (123360, 123362)
Cash Accounting Reimbursement Technician (122843)
COB Claims Examiner (123020)
Computer Operator I (121450)
Dental Collections Clerk (123190)
Credentialing Technical Assistant 1 (121650)

Dental Patient Accounting Clerk (122690)
Electronic Enrollment Technician (122860)
Employee Health Service Assistant (124090)
Financial Counselor Trainee (123089)
Geriatric Programs Technical Assistant (123180)
Marketing/Residency Assistant (123110)
Member Services Technical Assistant (129500)
Nursing Home Authorization Examiner (120740)
Occupational Health Assistant I (122971)
Patient Accounting Cash Application Technician (122630)
Patient Accounting Refund/Credit Balance Technician (122430)
Patient Accounting Representative Trainee (123390)
Patient Accounting Representative Trainee-Billing & Credit Balance
(123490)
Patient Service Technician (122269)
Pharmacy Customer Service Assistant II (126310, 26312)
Pharmacy Customer Service Assistant II – Certified (126311,
126313)
Provider Data Support Technician (122670, 200672)
Reconciliation Clerk (126490)
Senior Claims Examiner (121590)
State and Federal Electronic Enrollment Assistant (122760)
Tape Librarian/Computer Operator I (121810)
Utilization Management Authorization Examiner (120780)

Pay Grade G

Adjustment Claims Examiner (122743)
Care Delivery Marketing Assistant (122200)
Claims Customer Service Examiner – Trainee (121519)
Computer Operator II (121460, 121462)
Contract Systems Administrative Technical Assistant (124060)
Credentialing Technical Assistant II (121660, 121662)
Employer Group Billing Tech (122660, 122662)
Group Credit and Collections Rep. (122850)
Group Set Up Technician (122310, 122312)
Group Underwriting Assistant (123000)

Individual Membership Accounting Representative (122280, 122288)
Marketing & Sales Customer Service Assistant (129204)
Medicare Assistant (122770)
Occupational Health Assistant II (122981)
Orthodontic Billing and Collections Clerk (123380, 123382)
Patient Accounting Audit Technician (121310)
Patient Accounting Credit & Collection Representative II (120990, 120992)
Patient Accounting Financial Counselor (123080, 123088)
Pharmacy Intern (123310, 123315, 123318)
Riverview Enrollment Representative (123410)
Riverview Individual Billing and Collections Representative (123790)
Sales Administrative Technical Assistant (123280)
Sales Technical Assistant (122810)
Senior COB Claims Examiner (123030)
Specialty Administrative Assistant (123140, 123142)
Tape Librarian/Computer Operator II (121820)

Pay Grade H

Bill Review Examiner (121690)
Case Manager Technical Assistant (120940, 120942)
Claims Customer Service Examiner (121520)
Claims Recovery/Collection Examiner (122742)
Complex Specialty Care Technical Assistant (126700, 126702)
Dental Claims Customer Service Examiner (122300)
Medical Policy Support Technician (123200)
Patient Account Representative (122550, 122556)
Patient Account Representative-Billing & Credit Balance (122710)

27.02 Pay Grades. There shall be eight (8) Pay Grades with salary increments and ranges from the minimum to maximum.

27.03 Pay Adjustments.

Year One: Effective December 1, 2021, Employees shall receive a five percent (5%) across the board increase.

Year Two: Effective December 1, 2022, Employees shall receive a two and a half percent (2.5%) across the board increase.

Year Three: Effective December 1, 2023, Employees shall receive a two and a half percent (2.5%) across the board increase.

LOCAL 12 RANGES

Grade A

<u>Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
12/1/2021	\$15.68	\$16.63	\$17.14	\$17.68	\$18.18	\$18.72	\$19.28
12/1/2022	\$16.07	\$17.05	\$17.57	\$18.12	\$18.63	\$19.19	\$19.76
12/1/2023	\$16.47	\$17.48	\$18.01	\$18.57	\$19.10	\$19.67	\$20.25

Grade B

<u>Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
12/1/2021	\$16.95	\$17.96	\$18.49	\$19.06	\$19.62	\$20.18	\$20.82
12/1/2022	\$17.37	\$18.41	\$18.95	\$19.54	\$20.11	\$20.68	\$21.34
12/1/2023	\$17.80	\$18.87	\$19.42	\$20.03	\$20.61	\$21.20	\$21.87

Grade C

<u>Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
12/1/2021	\$18.49	\$19.61	\$20.17	\$20.75	\$21.40	\$22.04	\$22.73
12/1/2022	\$18.95	\$20.10	\$20.67	\$21.27	\$21.94	\$22.59	\$23.30
12/1/2023	\$19.42	\$20.60	\$21.19	\$21.80	\$22.49	\$23.15	\$23.88

Grade D

<u>Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
12/1/2021	\$20.08	\$21.30	\$21.98	\$22.66	\$23.31	\$23.99	\$24.71
12/1/2022	\$20.58	\$21.83	\$22.53	\$23.23	\$23.89	\$24.59	\$25.33
12/1/2023	\$21.09	\$22.38	\$23.09	\$23.81	\$24.49	\$25.20	\$25.96

Grade E

<u>Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
12/1/2021	\$21.28	\$22.53	\$23.25	\$23.92	\$24.68	\$25.39	\$26.16
12/1/2022	\$21.81	\$23.09	\$23.83	\$24.52	\$25.30	\$26.02	\$26.81
12/1/2023	\$22.36	\$23.67	\$24.43	\$25.13	\$25.93	\$26.67	\$27.48

Grade F

<u>Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
12/1/2021	\$23.47	\$24.89	\$25.63	\$26.40	\$27.23	\$28.01	\$28.90
12/1/2022	\$24.06	\$25.51	\$26.27	\$27.06	\$27.91	\$28.71	\$29.62
12/1/2023	\$24.66	\$26.15	\$26.93	\$27.74	\$28.61	\$29.43	\$30.36

Grade G

<u>Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
12/1/2021	\$24.80	\$26.28	\$27.09	\$27.89	\$28.70	\$29.56	\$30.45
12/1/2022	\$25.42	\$26.94	\$27.77	\$28.59	\$29.42	\$30.30	\$31.21
12/1/2023	\$26.06	\$27.61	\$28.46	\$29.30	\$30.16	\$31.06	\$31.99

Grade H

<u>Date</u>	<u>Step 1</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>
12/1/2021	\$26.51	\$28.10	\$28.98	\$29.85	\$30.75	\$31.63	\$32.62
12/1/2022	\$27.17	\$28.80	\$29.70	\$30.60	\$31.52	\$32.42	\$33.44
12/1/2023	\$27.85	\$29.52	\$30.44	\$31.37	\$32.31	\$33.23	\$34.28

27.04 Step Movement. An Employee's move to a new step on the wage scale shall be effective at the beginning of the pay period closest to the Employee's next anniversary date.

27.05 Part-Time Pay. Permanent part-time Employees shall be hired at not less than the minimum for the appropriate Pay Grade specified in this Article. Step movement shall be on the same basis as full-time Employees.

27.06 Hiring Rate for New Employee. New Employees shall be hired at Step 1 of the applicable Pay Grade. As an exception to the above, in the following situations, the Employer may hire an individual above Step 1 in the following job titles:

- Computer Operator I & II: The Employer may hire up to Step 2 of the applicable Pay Grade, provided the individual has two (2) years of job specific experience in addition to the minimum qualifications of the job description.
- Transcriptionists: The Employer may hire up to Step 3 of the applicable Pay Grade, provided the individual has two (2) years of job specific experience in addition to the minimum qualifications of the job description for each step placement above Step 1.

Human Resources shall inform the Union and provide an explanation when this occurs.

Human Resources and the Union may agree to hire a new Employee above the start rate. Under no circumstances shall an agreement be reached that places a new Employee higher than Step 3 of the wage scale.

27.07 Clerical Float Pay. The scale of wages for a Clerical Float shall be the highest scale paid for the position(s) that the Clerical Float normally substitutes.

27.08 Regional and System Float Pay. Employees in a regional or system float position shall receive a differential of one dollar twenty-five cents (\$1.25) per hour over and above the basic hourly wage for all hours worked. Effective December 1, 2023, Employees in a regional or system float position shall receive a differential of one dollar and fifty cents (\$1.50) over and above the basic hourly wage for all hours worked.

27.09 Lead Pay. Employees bidding into Lead positions shall receive one dollar and twenty-five cents (\$1.25) per hour over and above the basic hourly wage for all compensated hours. An Employee who is specifically assigned a Lead function by the Employer to direct the work of other Employees in a work area or department for a day or more shall receive the additional one dollar and twenty-five cents (\$1.25) per hour. Employees who are acting in a Lead capacity on a temporary basis of less than sixty (60) calendar days shall receive Lead pay for only actual hours worked in this capacity.

27.10 Certification Differential. Pharmacy Technical Assistants and Pharmacy Customer Service Assistants who maintain a State or Federal Certification that pertains to their position shall receive a differential of one dollar (\$1.00) per hour over and above the basic hourly wage for all compensated hours.

27.11 Weekday Evening Shift Differential. A differential of one dollar (\$1.00) per hour shall be paid for all hours worked between 6:00 p.m. and 6:00 a.m. except for Employees working in Urgent Care/CareLine/Appointment Center/Computer Data Center where the differential shall be paid for hours worked between 5:00 p.m. and 6:00 a.m.

If a regular scheduled shift begins after 6:00 p.m. (5:00 p.m. for Urgent Care/CareLine/Appointment Center/Computer Data Center) and before 6:00 a.m. and the work hours extend beyond 6:00 a.m., the hours beyond 6:00 a.m. shall be paid at the differential rate. The Employee is responsible to claim such differential pay on their timecard. Said differential shall not apply to overtime.

27.12 Weekday Night Shift Differential. Employees working a Night Shift shall be paid a differential of one dollar and twenty-five cents (\$1.25) per hour for all hours worked between 12:00 a.m. and 8:00 a.m.

If any regularly scheduled shift begins before 12:01 a.m. on Saturday and ends after 12:00 a.m. on Sunday, the hours of that shift prior to or after shall be paid at the weekend differential rate.

27.13 Weekend Day Shift Differential. Employees working Saturday or Sunday shall be paid a differential of one dollar (\$1.00) per hour for all hours worked.

If any regularly scheduled shift begins before 12:01 a.m. on Saturday and ends after 12:00 a.m. on Sunday, the hours of that shift prior to or after shall be paid at the weekend differential rate.

27.14 Weekend Evening Shift Differential. Employees shall be paid a differential of one dollar and seventy-five cents (\$1.75) per hour for all hours worked beyond 6:00 p.m. (5:00 p.m. for Employees working in Urgent Care/CareLine/Appointment Center/Computer Data Center) on Saturday or Sunday.

If any regularly scheduled shift begins before 12:01 a.m. on Saturday and ends after 12:00 a.m. on Sunday, the hours of that shift prior to or after shall be paid at the weekend differential rate.

27.15 Weekend Night Shift Differential. Employees working a Night Shift shall be paid a differential of two dollars (\$2.00) per hour shall be paid for all hours worked between 12:00 a.m. and 8:00 a.m.

If any regularly scheduled shift begins before 12:01 a.m. on Saturday and ends after 12:00 a.m. on Sunday, the hours of that shift prior to or after shall be paid at the weekend differential rate.

27.16 Grandparented Employees. Employees in a higher Pay Grade than that indicated in Section 27.01 for the position they hold as of November 30, 1987, shall remain in that Pay Grade, unless they bid into a lower job title, and continue to progress along the wage scale for the Pay Grade they currently hold. This Section shall not be interpreted to prohibit an Employee from bidding on a job in the Employee's current location or in another location if the Employee is bidding on a position that carries the same job title as the Employee's current position, is not more than one (1) Pay Grade less than the Pay Grade the Employee is currently in, and the location into which the Employee is bidding is willing to accept the Employee at the Employee's current Pay Grade.

27.17 New Classifications. Employees promoted to a higher Pay Grade shall receive the rate of pay for the new job title that represents an increase of not less than fifty cents (\$.50) per hour or placement on Step 2 of the wage scale, whichever is greater, and shall progress to the top of the Pay Grade in automatic progressions as per Section 27.04.

An Employee promoted shall receive the higher rate of pay as of the date of promotion established by the two (2) week notice described in Article 19.07.

An Employee who is currently at the Step 1 in a position which is reviewed by the Job Evaluation Committee (as outlined in Article 29) that results in an increased Pay Grade level shall be placed on Step 1 of the higher Pay Grade. Those Employees who are at Step 2 or above shall be placed according to the promotional pay section above.

Employees transferring to a lower paid job title shall be placed on the same year of service held in the higher paid job title.

27.18 Higher Rate of Pay. An Employee filling in on a higher job title shall be paid the minimum of the higher job title or an extra thirty-five cents (\$.35) per hour, whichever is higher, for the fill in period, provided the Employee performs the major duties of the higher rated job.

27.19 Failed Trial Period Rate. Employees who do not successfully complete a trial period following a bid to a higher job title shall return to their previous job title and/or Pay Grade and be paid at the step of the Pay Grade that the Employee would have received had the Employee not bid into the higher job title.

27.20 Longevity. Full-time Employees who have completed the years of employment with the Employer specified below shall receive the following annual longevity payment on the pay date following the pay period in which the Employee’s anniversary date occurs.

<u>Completed</u> <u>Years of</u> <u>Service</u>	<u>Annual Longevity Payment</u>		
	Effective 12/01/21	Effective 12/01/22	Effective 12/01/23
6	\$250.00	\$250.00	\$250.00
8	\$325.00	\$325.00	\$325.00
10	\$700.00	\$700.00	\$700.00
15	\$1,050.00	\$1,050.00	\$1,050.00
20	\$1,300.00	\$1,300.00	\$1,400.00

Full-time Employees (+30 or greater) who move into a part-time position who have received the lump sum longevity payment based on their full-time status shall receive the appropriate cents per hour on the Employee’s next anniversary date.

Part-time Employees who have completed the years of employment with the Employer specified below shall receive longevity increases as an amount added to their basic hourly wage on the Employee’s anniversary date:

<u>Completed Years of Service</u>	<u>Annual Longevity Payment</u>		
	Effective 12/01/21	Effective 12/01/22	Effective 12/01/23
6	\$.13	\$.13	\$.13
8	\$.17	\$.17	\$.17
10	\$.36	\$.36	\$.36
15	\$.54	\$.54	\$.54
20	\$.67	\$.67	\$.72

Part-time Employees who are receiving a longevity payment who move into a full-time position via a bid shall continue to receive their hourly longevity payment until they reach their anniversary date at which time they shall begin to receive the lump sum longevity payment on the pay period closest to the Employee’s anniversary date. Once Employees receive the lump sum longevity payment, the hourly longevity payment shall be removed from the Employee’s pay.

Employees need not be classified at the top of their Pay Grade in order to qualify for the longevity payment.

27.21 Biweekly Payment. Wages shall be paid on a biweekly basis.

27.22 Over Minimum Rates. It is agreed that any Employee now receiving over and above the minimum rate of pay as prescribed in this Agreement shall not be reduced nor shall they be reclassified to defeat the purpose of this Agreement.

27.23 Wage Error. In the event an Employee has received an incorrect rate of pay, it shall be handled in the following manner:

- If an underpayment of wages has occurred, the Employer shall correct the rate and the Employee shall be compensated for the underpayment of wages retroactive to the date the error occurred, but no more than two (2) years from the date of such error.
- If an overpayment of wages has occurred, the Employer shall correct the rate and the Employee shall reimburse the Employer retroactive to the date the error occurred, but no more than two (2) years from the date of such error. The reimbursement shall be on a payment schedule of no more than three percent (3%) of their gross wages per pay period. The Employee may choose to pay at a higher percentage. However, upon request of the Employee, the Employer shall consider modification of this payment schedule in cases of financial hardship.

27.24 Benefit Accrual Error. If an Employee has accrued benefits in an amount lower than appropriate, the Employer shall correct the rate of accrual and the Employee shall receive the adjustment in benefits retroactive to the date the error occurred.

If an Employee has accrued benefits in an amount higher than appropriate, the Employer shall correct the rate of accrual and the Employee shall reimburse the Employer the adjustment in benefits retroactive to the date the error occurred. The Employee shall return the additional accrual to the Employer over the same period that the over-accrual occurred.

27.25 Manual Paycheck. Upon written request of an Employee, if they are underpaid by one (1) day or more wages, Payroll shall issue a manual paycheck. An Employee underpaid by less than one (1) day's wages shall receive such correction on the following pay period wages.

27.26 Time Card Adjustments. Employees shall receive a written explanation of why adjustments were made to their time card by the Employer.

27.27 Mileage Reimbursement. The Employer shall reimburse Employees at the currently approved Internal Revenue Service reimbursement rate for the authorized use of their personal automobile for Company business.

27.28 Parking. The Employer shall continue to provide free and safe parking for Employees.

27.29 Employee Referral Bonus. The Employer may modify the terms and conditions of the Employee Referral Bonus upon notification to the Union.

27.30 Rewards for Employees. A Supervisor may recognize high performance of Employees by providing gift certificates, movie passes, cafeteria vouchers, HealthPartners Store gift certificates, etc. The value of such items shall not exceed one hundred dollars (\$100) per Employee per year.

ARTICLE 28

WEEKEND SHIFT BONUS PAY

28.01 Eligibility. A CareLine Employee, Urgent Care Employee, Appointment Center Employee, Pharmacy Technical Assistant, or Pharmacy Intern who works Urgent Care Hours who are regularly scheduled weekend shifts and works a weekend shift over and above their base employment agreement is eligible for bonus pay.

The majority of Employees whose employment agreement is every other weekend shall receive the weekend bonus shift pay for the fifth (5th) weekend shift worked in a month.

For those Employees working every third (3rd) weekend, one (1) additional weekend shift must be worked in that three (3) week rotation in order to be bonus eligible.

Employees working less than every third (3rd) weekend and on-call Employees shall receive the weekend shift bonus for the fifth (5th) weekend shift worked in a month

All scheduled shifts must be worked in order to be eligible for bonus pay.

Employees working additional weekend shifts because of a personally arranged schedule exchange or replacement shall not receive the bonus for those shifts.

28.02 Payment. The bonus shift shall be paid at one and one-half (1.5) times the hourly rate of pay.

28.03 Supervisory Notification. Employees must notify the Supervisor when they are bonus eligible.

28.04 Awarding of Bonus Shifts. Shifts eligible for bonus pay shall be offered to Employees by seniority for open weekend shifts.

Only Employees who have signed up shall be awarded vacant/open shifts.

Each shift must be a minimum of four (4) hours to qualify for a bonus. Bonus shifts are either:

- A. Shifts vacant when the schedule is posted; or
- B. Shifts that become vacant after hours are posted.

If the vacant/open shift occurs in less than fourteen (14) calendar days, it shall be awarded by first come, first serve.

If the vacant/open shift occurs in more than fourteen (14) calendar days, it shall be handled by sign up as other vacant/open shifts are handled.

The Supervisor shall, when awarding vacant/open shifts, award by seniority as follows:

1. Employees who would be on straight time.
2. Employees who would be on straight time plus bonus pay.
3. Employees who would be on overtime.

ARTICLE 29

JOB EVALUATION COMMITTEE

29.01 Purpose. There shall be a Job Evaluation Committee (JEC) to evaluate newly created positions or existing positions that have changed significantly or otherwise warrant review. Both the Employer and the Union shall have the right to move positions to the pre-screening meeting as defined in 29.04.

Such positions shall be reviewed by the JEC prior to posting. However, in emergency situations, interim evaluations may be done by Human Resources with a tentative Pay Grade established until the next JEC meeting and such positions may be posted.

The JEC shall not be involved in the establishment of Pay Grades or wage scales nor serve as a negotiating body.

29.02 JEC Structure. The JEC shall consist of four (4) voting Union Representatives and four (4) voting Employer Representatives, facilitated by Human Resources in a non-voting role. In addition, there shall be one alternate member for each the Union and the Employer.

29.03 Meeting Times. The JEC shall meet on a monthly or as-needed basis. If it is necessary to meet on an “as-needed” basis, the JEC shall meet within ten (10) work days of a request to meet. This deadline can be extended by mutual agreement.

29.04 Pre-Screening Meeting. Job descriptions to be reviewed by the JEC shall be pre-screened by the Local 12 Business Representative(s), Human Resources Representative(s), and the Leader(s) for the job being reviewed. Upon request, an Employee in the job being reviewed may also attend this meeting. The purpose of this meeting is to minimize the number of extraneous issues submitted to the JEC. Such pre-screening shall occur at least two (2) weeks prior to the Job Evaluation Committee meeting.

29.05 Agendas. The Union and Human Resources shall exchange agenda items for each meeting at least three (3) work days prior to the meeting date.

29.06 Quorum. In order for a position to be evaluated, there must be three (3) voting Union JEC members and three (3) voting Employer JEC members present at the JEC meeting unless agreed otherwise between the Union and Human Resources.

29.07 Majority Vote. Decisions on positions for evaluation presented to the JEC for consideration shall be made by a majority vote. When a majority vote is reached by the JEC, it shall stand unless the decision is appealed.

Absent a majority vote of the JEC, Human Resources shall establish an appropriate Pay Grade subject to the Union's right to demand that a neutral Arbitrator resolve any disputed Pay Grade level established by Human Resources. In this circumstance, the Arbitrator shall be selected by the method outlined in Article 24.

29.08 Postponement. Should there not be a decision regarding the appropriate evaluation, the position shall be held until the next meeting. Research shall be conducted and/or staff may attend the subsequent meeting for information purposes.

29.09 Appeal Process. If there is disagreement with the JEC initial evaluation of a new position or revised position, the decision may be appealed within ten (10) work days of notification of the decision. Such appeal shall be made in writing to Human Resources.

29.10 Effective Date. The outcome of the decision of the JEC shall be effective the first pay period after the JEC meeting. In the event the evaluation is postponed, the outcome shall become effective the first pay period after the position was originally scheduled to be evaluated.

An Arbitrator's decision or an appeal of a position resulting in an increased Pay Grade shall be applied retroactively.

Supervisors shall inform the affected Employee(s) of the Pay Grade and provide a copy of the new job description to the Employee(s).

29.11 Re-evaluation. A position may only be evaluated once in a twelve (12) month period. This restriction may be waived by mutual agreement by Human Resources and the Union.

29.12 Copies of Job Descriptions. The Union shall receive copies of all finalized job descriptions evaluated by the JEC.

29.13 Market Conditions. If, after meeting and reviewing market value data, the Union and the Employer determine that the assigned Pay Grade does not appropriately reflect the existing market conditions, the parties may agree to assign the position to a higher Pay Grade.

29.14 Change in Evaluation System. A change in the current formal evaluation system to be used to value positions shall be subject to agreement by the Union. The JEC shall be trained in administration of this system.

ARTICLE 30

EDUCATIONAL ASSISTANCE

30.01 Eligibility. An Employee must have been continuously employed by the Employer for at least one (1) year and be in a Benefit Status of plus fifteen (+15) or greater. In addition, the Employee must receive a grade of "C" or better in the course in order to be reimbursed.

30.02 Determination of Courses. To be reimbursed, the course must be related to the Employee's current and/or potential work assignment at Group Health, Inc. The Employee's Supervisor shall determine the relatedness of the course to the work assignment or potential work assignment at Group Health, Inc. If the Employee does not agree with the Supervisor's determination, the Employee may request that Human Resources review and reconsider the application. The Employee must submit in writing to Human Resources their explanation as to how the course relates to their current work assignment or potential work assignment at Group Health, Inc.

The course must be taken at an accredited vocational school, technical college, accredited college (including community college), university or other equivalent institution.

30.03 Reimbursement. The Employee shall be reimbursed for the costs of tuition, textbooks, materials, supplies and covered classes up to a maximum of two thousand dollars (\$2,000.00) per calendar year.

30.04 Procedure. Eligible Employees who want to participate shall submit an application for assistance to their Supervisor prior to enrolling in the course.

30.05 Forfeiture of Reimbursement. Reimbursement shall be forfeited, if prior to successful completion of the course any of the following occurs:

- A. Voluntary or involuntary termination.
- B. Unpaid personal leave of absence.
- C. Transfer to less than plus fifteen (+15) Benefit Status.

However, Employees who are laid off prior to the successful completion of the course shall not forfeit reimbursement under this Article.

ARTICLE 31
UNIFORM ALLOWANCE

31.01 Eligibility. The Employer shall assist in the replacement cost of the Employee's work uniform subject to the following conditions:

- Employees in a Benefit Status of plus fifteen (+15) and greater shall be required to purchase a uniform upon completion of the probationary period established for their position and/or Pay Grade and shall have one hundred twenty-five dollars (\$125.00) credited to their account with the vendor on a pro rata basis based upon a June 1 date.
- Employees in a Benefit Status of minus fifteen (-15) or on-call Employees, upon completion of their probationary period, may order two free short or long-sleeved shirts or have forty-six dollars (\$46.00) credited to their account with the vendor on a pro-rata basis based upon a June 1 date whichever is greater.
- Employees who work at home who are not required to wear a uniform shall not receive a uniform allowance.
- Employees who are not required to serve a probationary period shall be required to purchase a uniform upon entry into a Benefit Status of plus fifteen (+15) or greater position and shall have one hundred twenty-five dollars (\$125.00) credited to their account with the vendor on a pro rata basis based on a June 1 date.
- Employees who transfer from a non-uniform required position to a uniform required position shall be required to purchase a uniform in June.

31.02 Labor Management Committee. There shall be a Labor/Management Uniform Committee to evaluate the uniform policy and make recommendations to the Employer for any additions, deletions or modifications to the policy. The uniform policy shall be distributed to all Employees required to wear a uniform whenever updates are made.

Any proposed changes affecting cost to the Employees must be mutually agreed upon.

31.03 Changes to the Uniform Requirement. Should the Company decide not to continue a uniform requirement or provide at Company expense a uniform for staff affected by the current requirement, the provisions of this Article shall not apply.

ARTICLE 32 **SUBCONTRACTING**

32.01 Definition. The Employer shall meet and confer with the Union on any subcontracting decision that would result in the layoff of Employees.

32.02 Outplacement Services. An Employee who has been involuntarily laid off as the result of a subcontracting decision and was not offered any vacancy or bumping options pursuant to Article 20 shall be offered outplacement services not to exceed five hundred dollars (\$500.00).

32.03 Severance Pay. An Employee who has been involuntarily laid off as the result of a subcontracting decision and was not offered any vacancy or bumping options pursuant to Article 20 may receive severance pay. Such payment shall be based on the Employee's completed years of service within the bargaining unit and shall be pro-rated based upon the Employee's FTE at the time of layoff. Such payment shall be paid out in a lump sum to the Employee. Employees receiving a severance payment shall not have their name placed on the Recall List.

<u>Completed Years of Service</u>	<u>Payment Amount Per Year</u>
0 – 5 years	\$100.00
6 – 10 years	\$150.00
11 – 15 years	\$200.00
16 – 20 years	\$250.00
21 years and over	\$300.00

ARTICLE 33

LEADS

33.01 Duties of Leads. Outlined below is a description of the role that a Lead under the Agreement can play in directing the work of others.

This document describes the limits of that role. The Employer shall decide whether or not to delegate any one of these responsibilities to a particular Lead.

These responsibilities of the Lead may apply to the involvement a Lead has with both Employees covered by either the contract between Local 12 and GHI or the contracts between SEIU and GHI.

HIRING

1. Recommends filling or not filling a vacancy or adding to staff.
2. Assists Supervisor in interviewing or in some instances conducts interview without involvement of a Supervisor.
3. Recommends hiring candidates to Supervisor.
4. Communicates offer of employment from Supervisor to candidate.

STAFF SCHEDULING

1. Prepares staffing schedule.
2. Accepts calls from Employees who shall be absent or late.
3. Arranges coverage for planned and unplanned absences.
4. After the semi-annual vacation bidding process, grants daily vacation requests.
5. Approves time cards completed by Employees.

6. Approves working of overtime if specifically delegated by the Supervisor.

PERFORMANCE

1. Observes and documents performance.
2. Communicates to Employee that performance is deficient or behavior is inappropriate (this represents a step prior to an oral warning) and documents conversation with the Employee.
3. Coaches Employee in improving performance.
4. Discusses performance concerns about an Employee with the Supervisor if coaching is not successful.
5. If necessary, conducts the performance review with the Employee after review has been discussed with and approved by the Supervisor.

OTHER

1. Assists in preparing the unit budget.
2. Assists in preparing the annual plan.
3. Does not attend grievance hearings, but is available to Union and Employer Representatives to provide relevant testimony.

33.02 Removal of Lead Duties. Employees failing to perform their Lead duties acceptably shall be counseled about such shortcomings, but if such counseling does not result in improved performance, the Lead duties may be removed and the Employee shall remain in their base position.

An Employee may request that they relinquish their Lead duties with the agreement of their Supervisor.

ARTICLE 34
REMOTE WORK

34.01 Remote Work Conditions. All Remote Work opportunities shall be governed by the following:

1. Remote work shall be offered by seniority.
2. A Supervisor may require an Employee to work on-site or remotely unless the Employee and the Supervisor have determined that remote work is not feasible.
3. Employees will be covered by the Collective Bargaining Agreement, applicable policies and procedures, including the organizational Administrative Work Location Policy, on the same basis as Employees who are working on-site.
4. The Employer will provide Employees with the equipment and office supplies necessary to perform their work remotely, including a soft token that must be used to access the Employer's internal computer systems. The Employer will make available to Employees information on how to set up an ergonomically correct workstation.
5. Employees will be responsible for the provision of furniture, high-speed internet, and any applicable maintenance/service associated with these provisions.
6. Equipment configuration may not be altered, and no other software and/or printers may be added to the Employer-owned equipment unless explicit advance written permission has been provided by their Supervisor.
7. Employee must notify their Supervisor if they are moving or relocating their remote workspace.

8. It is understood that all Employer purchased equipment and supplies are the sole and exclusive property of the Employer and shall not be moved from the designated remote work area except as may be necessary to return the equipment to the Employer or if necessary due to a change in the Employee's remote workspace location.
9. Employer purchased equipment shall not be used for the Employee's personal use.
10. The Employee shall be responsible for setting up the required equipment in their remote work area and will contact their leader with any issues encountered with the set up. The system will need to be set up and tested on Employer time prior to the Employee beginning to work remotely.
11. In all cases, upon leaving employment in their assigned Department for any reason, the Employee will be responsible for returning all equipment and supplies provided to them by their assigned Department. The Employee must return all equipment and supplies to their Department within ten (10) business days of leaving their assigned Department. The Employee will be responsible for paying for any and all equipment that is not returned to their Department within the ten (10) day time frame. In the case of extenuating circumstances, the time frame shall not apply.
12. Employees will be responsible for furnishing and maintaining a separate, designated work area, no individuals, including family and friends, are authorized to access this work area while the Employee is working. The work area may be as small as the space where the equipment is kept. Employees will be responsible for all costs associated with establishing such work area, including, but not limited to any necessary remodeling, utilities, and all other items.

13. The Supervisor has the right to inspect the remote work area to verify the requirements. Inspections may be done in person or via pictures or webcam. For in-person visits, the Employee will be given at least twenty-four (24) hours' notice prior to the inspection.
14. Employees will be assigned work using the same standards as Employees who are working on-site.
15. Employees will work the schedule established by their Supervisor. All schedule changes shall follow the language outlined in Article 3 of the Collective Bargaining Agreement.
16. Overtime must be approved by the Supervisor, following the terms outlined in the Article 3 and 4 of the Collective Bargaining Agreement and any current Department process.
17. Employees will track hours in the Employer's electronic timecard system.
18. The Supervisor may remove the ability to work remotely due to performance issues, but only after the Employee is given a detailed notice of the issues and an appropriate time to correct said issues. Performance expectations shall be consistent whether an Employee is working on-site or remotely.
19. If the ability to work remotely is rescinded, the Supervisor will provide the affected Employee(s) with written notice of at least fourteen (14) calendar days. If the ability to work remotely is rescinded due to performance issues, the Supervisor will provide the affected Employee(s) with a written notice of at least fourteen (14) calendar days, unless extenuating circumstances are involved.

20. Employees may request to permanently return to work on-site at any time. Such requests shall be provided by the Employee to their Supervisor at least fourteen (14) calendar days prior to beginning on-site work and must be approved by the Supervisor. It is understood that Employees can return to the office on an as-needed basis because of work that cannot be done remotely or due to technical issues.
21. Employees will notify their Supervisor immediately of any equipment malfunction, failure or any “downtime.” In the event of such malfunction, the Employer may require Employee(s) to report to their assigned on-site work location. If the “downtime” is caused by issues with Employer provided equipment, systems, or software, the drive time to the on-site location shall be paid by the Employer. If the “downtime” is caused by the Employee’s internet, power outage, etc., up to one hour shall be paid by the Employer to resolve the issue. If the issue is not resolved within an hour, the Employee and Supervisor will determine whether the Employee will return to work on-site, use Personal Holiday, Vacation time, or unpaid time. If the Employee returns to the on-site location, the Employee will have the option, if available, to make up drive time within the work week, or use Personal Holiday, Vacation time or unpaid time.
22. It is understood by the Parties that not all work can be done remotely. This includes, but is not limited to, printing documents, mailing documents, sorting mail, training staff, etc. The Supervisor may schedule Employees to work on-site as needed.

23. Employees may be required to come into their assigned on-site work location upon notification of the Supervisor. This will include, but is not limited to, staff meetings, department celebrations, investigatory or disciplinary meetings, when experiencing equipment problems, etc. The Supervisor will provide the Employee(s) as much notice as practicable. If the drive time occurs during the Employee's scheduled work hours, the drive time will be paid for by the Employer.
24. Employees who are required to come into their on-site work location will not be eligible for mileage reimbursement if the Employee(s) is required by their Supervisor to report.
25. Employees must be available by phone (via computer/headset) for calls from members, patients, coworkers, other work-related callers, and Supervisors during their shift.
26. Employees will have access to e-mail and other Employer internal communications systems and are responsible to read and respond to emails, voicemails, and instant messaging in a timely fashion.
27. Employees will be covered by workers' compensation on the same basis as Employees who are working on-site.
28. Employees must report any work-related injuries to their Supervisor immediately.
29. Employees are subject to the same confidentiality policies and procedures as Employees working onsite and such Employees will take appropriate steps to safeguard patient information (including locking their computer screen when they step away from it and logging off of their computer at the end of each shift). Employees will not print patient information or save patient information on their home computer.

30. The remote work arrangement is not to be used as a replacement for family care including, but not limited to, childcare, parent care, animal care, etc. Employees working remotely will make arrangements as needed so that such obligations do not interfere with their work or safety obligations.
31. Employees may be required to sign a Remote Work Agreement(s).

34.02 Remote Work.

Any Department specific remote work needs that are not addressed in this Article or elsewhere in the Collective Bargaining Agreement shall be negotiated between the Employer and the Union and memorialized in a Letter of Understanding.

ARTICLE 35

SEVERE WEATHER OR EMERGENCY CLOSING

35.01 Employer Determination. The decision to temporarily close a clinic/location shall be made by the Employer because of severe weather or an emergency. Employees shall only be compensated as provided below if a clinic/location has been closed or delayed opening through a decision of a designated management staff.

35.02 Notification. Every effort shall be made to communicate decisions to temporarily close a clinic/location to the affected Employees at the earliest opportunity.

35.03 Compensation. When a clinic/location closes, Employees who are sent home early shall be paid until the end of their normal shift. When a clinic/location closes or delays opening, Employees who are instructed not to report to work shall be paid for the hours which they normally would have worked. Employees who report to work and are required to stay even though there is a severe weather emergency or clinic/location closing shall be paid for the number of hours actually worked plus the number of hours scheduled to work.

Premium pay or temporary lead pay shall not be paid for hours not worked because of emergency closing or severe weather closing. Only normal pay shall be paid for scheduled hours lost because of such situations.

Employees on prescheduled paid time off such as personal holidays, vacation or leave of absence are not eligible for emergency closing pay, but shall be paid as previously scheduled.

35.04 Severe Weather. Severe weather shall be judged by the designated management individual and is not personally defined. If such a determination has been made, the following shall apply:

Employees who report to work within the first two (2) hours of their normal workday shall be paid from their normal start time.

If an Employee is more than two (2) hours late, they may choose to use vacation or personal holiday pay or leave without pay for the time previous to arrival and shall be compensated from the time of arrival. If an Employee is not able to come to work because of a weather situation, they may choose to use vacation, personal holiday pay or leave without pay. Employees who request and receive permission to leave work early because of severe weather shall not be paid for such hours unless they use vacation or personal holiday pay.

If no such determination has been made by the designated management individual, an Employee may use vacation, personal holiday, leave without pay or make up scheduled time missed at their straight time hourly rate, with Supervisory approval.

ARTICLE 36

TELEPHONE MONITORING

36.01 Labor Management Committee. A joint Labor Management Committee shall facilitate the implementation, operation and evaluation of a telephone monitoring program.

36.02 Employee Notification. Employees shall be notified prior to the implementation of a telephone monitoring program. Such notification shall include:

- The purpose for the monitoring.
- The procedure for the monitoring.
- Any evaluation ratings to be used.
- The approximate duration of the program.
- The complete documentation and explanation of any review or evaluation.
- The appeal process for any review or evaluation.

36.03 Monitoring Conditions. Employees shall receive complete training on telephone mechanics and etiquette prior to implementation of the monitoring program.

All telephone monitoring shall be governed by the following:

- Telephone monitoring shall be applied in a fair and consistent manner.
- Monitoring shall be done by management, a non-bargaining unit trainer, or an outside agency.
- Only business calls or business lines shall be subject to monitoring.
- Monitoring shall be applied equally and consistently within a job title.
- Telephone calls under observation shall be recorded.
- All monitoring shall be done on a random basis in accordance to the guidelines established by the Labor Management Committee.

ARTICLE 37 **GENERAL PROVISIONS**

37.01 Environmental/Ergonomic Concerns. The Employer shall make a good faith effort to address environmental and ergonomic issues once the Employer has been made aware of the issue.

37.02 Separability. In the event that any part or provisions of this Agreement should be found to be unlawful, such part or provision shall be null and void, and the other parts and provisions shall remain in full force and effect.

37.03 Maintenance of Standards. The parties recognize that, in addition to the express terms of this Agreement, there are certain understandings and mutually recognized practices that shall remain unchanged unless otherwise specifically discussed and altered by this Agreement.

37.04 Eyeglasses. Employees whose FTE is funded by the Eye Care Department and upon one (1) year of GHI employment shall be eligible to receive up to two hundred and fifty dollars (\$250) toward a pair of eyeglasses purchased at a HealthPartners Optical Center for themselves one (1) time a contract year. If an Employee does not purchase eyeglasses in any one (1) contract year, the two hundred and fifty dollars (\$250) for each contract year may be carried forward to the next contract year through the term of the contract.

37.05 Time in Labor Management Committees. Time, including any applicable travel time, spent at a Labor Management Committee, Taskforce, or Council, established through the collective bargaining process, shall be without loss of pay.

ARTICLE 38 **DEFINITIONS**

Anniversary Date. The Employee's most recent date of hire with the Employer, but does not include periods of time in a temporary position.

Benefit Date. The date on which the Employee becomes eligible for time-off and insurance benefits. This date shall be adjusted for those periods of time while the Employee is ineligible for such benefits.

Part-time Employee. An Employee hired on a permanent basis to work a designated number of hours or days per week, but less than the regular full-time work schedule specified in Article 3, Hours of Work.

On-Call Employee. An Employee hired on a permanent basis to work a variable number of hours on an as-needed basis.

Spousal Equivalent. Two adults meeting the following criteria: 1) have lived together as a family of affinity for a period of one (1) year or more; 2) are responsible for each other's welfare as evidenced by financial interdependence (e.g., common investments, joint home ownership); 3) are not legally married to anyone else; and 4) are not blood relatives.

Lateral Change. Transferring to a different job within the same Pay Grade.

Status Change. Movement from one status to another status or vice versa (On-call, -15, +15, +30, full-time).

Full-Time Equivalency (FTE). An Employee's FTE is determined by dividing the Employee's scheduled hours per week by thirty-seven and one-half (37.5). A chart defining the FTEs by hours can be found at the end of the Agreement.

ARTICLE 39 **VOTE CHECK-OFF**

The Employer shall deduct from the wages of any Employee who submits a voluntary authorization card, an amount designated by such Employee for OPEIU's "J.B. Moss Voice of the Electorate" (VOTE) fund. Such deductions shall be made on the same date that Employees receive their regular paychecks.

Voluntary contributions deducted from Employees' paychecks shall be made payable to the J.B. Moss Voice of the Electorate (VOTE) fund and forwarded each payroll period to the Secretary Treasurer of the Office and Professional Employees International Union, AFL-CIO, 80 Eighth Avenue, Suite 610, New York, NY 10011, along with a listing of the names of contributors and the amounts.

ARTICLE 40

SAFETY

40.01 Environmental Concerns. The Employer will create a report and response procedure Employees may utilize to address any environmental concerns in the workplace.

40.02 Safety Committee. The Employer and the Union agree to establish a Safety Committee to discuss issues relating to safety. The Committee shall consist of an equal number of representatives from the Employer and the Union.

ARTICLE 41

WORK/LIFE BALANCE LABOR MANAGEMENT COMMITTEE

The Employer and the Union agree to establish a Labor Management Committee to discuss issues relating to work life balance. The Committee shall consist of an equal number of representatives from the Employer and the Union.

ARTICLE 42

TERMS OF AGREEMENT

This Agreement shall be in full force and effect and binding upon the signatories hereto and their principals from the 1st day of December 1, 2021, through November 30, 2024, and shall continue in full force and effect from year to year thereafter unless written notice of desire to change, modify or terminate is given by either party to the other party ninety (90) days prior to the expiration date.

<u>Traci Murphy</u>		<u>Lynelle Wood</u>
Traci Murphy		Lynelle Wood
Union Representative		Sr. Director, Labor and Employee Relations
<u>Lance Lindeman</u>		<u>Sarah Roche</u>
Lance Lindeman		Sarah Roche
Union Representative		Labor and Employee Relations Consultant
<u>Molly Thul</u>		<u>Jerry Jones</u>
Molly Thul		Jerry Jones
Union Representative		Labor and Employee Relations Consultant
<u>Kelsie Anderson</u>		<u>Mindy Bialon</u>
Kelsie Anderson		Mindy Bialon
<u>Connie Brown</u>		<u>Beth Bugos</u>
Connie Brown		Beth Bugos
<u>Mary Brown</u>		<u>Terri Draxten</u>
Mary Brown		Terri Draxten
<u>Andrea Crist</u>		<u>Jennifer Maki</u>
Andrea Crist		Jennifer Maki
<u>Betty Jones</u>		<u>Spencer Rudolf</u>
Betty Jones		Spencer Rudolf
<u>Sue Kolias</u>		<u>Michelle Simmons</u>
Sue Kolias		Michelle Simmons
<u>Peg Ledel</u>		<u>Steve Sustacek</u>
Peg Ledel		Steve Sustacek
<u>Nile Mills</u>		<u>LaShelle Walters</u>
Nile Mills		LaShelle Walters

<u>Heather Neil</u>		
Heather Neil		
<u>Stefanie Olson</u>		
Stefanie Olson		
<u>Donna Schnegelberger</u>		
Donna Schnegelberger		

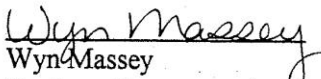
Due to the COVID 19 pandemic the above signatures were created electronically.

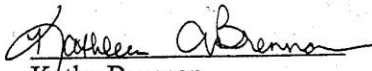
**LETTER OF UNDERSTANDING
ISSUES COUNCIL**

This Letter of Understanding is made and entered into by and between Group Health, Inc., hereinafter referred to as "Employer" and Office and Professional Employees International Union, Local 12, hereinafter referred to as "Union."

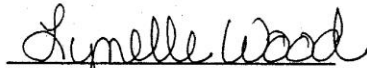
The Employer and the Union shall establish a Joint Labor/Management Issues Council. The Council shall receive training on problem solving and issue resolution from the Federal Mediation and Conciliation Services (FMCS). FMCS, as appropriate, shall also provide facilitation services. This Council shall serve as a forum in which to address issues of staffing, respect and treatment in the workplace.

FOR THE UNION


Wyn Massey
Business Representative


Kathy Brennan
Business Representative

FOR THE EMPLOYER


Lynelle Wood
Director, Labor Relations and
Human Resources Compliance

Dated and signed this 8th day of May,
2003.

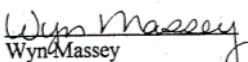
Is/uswa2002-14

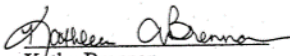
LETTER OF UNDERSTANDING TELEPHONE MONITORING

This Letter of Understanding is made and entered into by and between Group Health, Inc. hereinafter "Employer" and Office and Professional Employees International Union, Local 12, hereinafter "Union" regarding the understanding reached during the negotiations for the 2002-2005 Collective Bargaining Agreement, regarding telephone monitoring. The parties agree to the following:

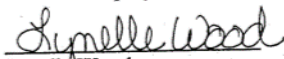
1. The parties recognize that the level of technology in relation to telephone monitoring may differ at different locations throughout the system. In a location where technology provides for monitoring of telephone calls, the Employer may monitor all Employees in the same job title at that location. However, no Employee may be subject to discipline as a result of telephone monitoring until all Employees in the same job title, at all locations, are using technology that has the capability of both phone monitoring and recording and both monitoring and recording are in place.
2. Telephone monitoring may continue as of February 14, 2003, subject to the following:
 - In the Claims Department for Claims Customer Service Examiners on a trial period or probationary period or for formal training.
 - In the Membership Accounting Department for Administrative Technical Assistants on a trial or probationary period or for formal training.
 - In the Center for Health Promotion for Administrative Technical Assistants on a trial or probationary period or for formal training.
 - In the Patient Accounting Department for Patient Accounting Representatives on a trial or probationary period or for formal training.
 - If it becomes known that any additional departments are using telephone monitoring, the parties will review on a case by case basis, the ability to continue such monitoring.

For the Union


Wyn Massey
Business Representative


Kathy Brennan
Business Representative

For the Employer


Lynelle Wood
Director, Labor Relations and
Human Resources Compliance

Dated and signed this 8th day of May, 2003.

LETTER OF UNDERSTANDING MULTI-TASKING

This Letter of Understanding is made and entered into by and between Group Health, Inc., hereinafter "Employer" and Office and Professional Employees International Union, Local 12, hereinafter "Union" regarding multi-tasking. The parties agree to the following:

1. The Employer has the right to establish up to fifteen (15) permanent multi-tasking job titles over the term of the Collective Bargaining Agreement. The establishment of such job titles shall be accomplished through the Local 12/GHI Job Evaluation Committee.
2. The parties shall meet and confer regarding the creation of multi-tasking positions that affect Employees represented by OPEIU, Local 12.
3. Multi-tasking positions shall not be established that cross bargaining unit jurisdiction.
4. Employees shall have input into the creation of multi-tasking positions that affect their current job titles.
5. Employees have the right to present the Employer with ideas/suggestions for multi-tasking positions.
6. Employees who are currently performing job duties "outside" of their current job title (i.e., multi-tasking position) shall retain these job duties (i.e., a new position shall not be created and bid).
7. The parties agree to the attached statement of intent regarding the definition of multi-tasking positions other than those permanently created pursuant to Item 1 of this Letter of Understanding.
8. The parties agree that only Items 3, 5, 6 and 7 of this Letter of Understanding shall apply to the ad hoc, temporary assignment of duties defined in the attached statement of intent.

9. The parties agree that only Items 2, 3, 4, 5, 6 and 7 of this Letter of Understanding shall apply to the permanent assignment of duties, which do not create a new position defined in the attached statement of intent.

FOR THE UNION

Wyn Massey
Wyn Massey
Business Representative

Kathleen Brennan
Kathleen Brennan
Business Representative

FOR THE EMPLOYER

Lynelle Wood
Lynelle Wood
Director Labor Relations
and Human Resources
Compliance

Dated this 07th day of May, 2003.

Is/uswa2002-14

STATEMENT OF INTENT

Definition of multi-tasking positions other than those permanently created pursuant to Item 1 of the Letter of Understanding.

Ad Hoc Temporary Assignment of Duties

The parties agree that it is appropriate to assign an Employee job duties “outside” of their current job title on an ad hoc temporary basis as is needed to meet the operational needs of the Employer.

It is understood that such assignment of job duties will not be done in such a manner as to circumvent the provisions of Article 19.09 or with the intent to eliminate the Employee’s position.

Permanent Assignment of Duties Which Do Not Create a New Permanent Position

The parties agree that the Employer may permanently assign duties of another job title to a position at a level that the Employer reasonably believes would not create a new permanent multi-tasking position.

It is understood that if the Union believes that the assignment of such duties is occurring to the extent that the assignment of duties of another job title(s) now constitute a new permanent position, the Union shall raise this concern with Human Resources and the parties shall determine if a permanent multi-tasking position has been established and the appropriate procedures shall be followed.

LETTER OF UNDERSTANDING
CONFIDENTIALITY

This letter is to confirm the understanding reached during negotiations for the 2008-2011 Collective Bargaining Agreement that the Employer will honor an Employee's confidentiality regarding Employment and Medical Information.

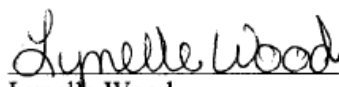
The parties agree that the Employer shall make a good faith effort to ensure that Employee Employment and Medical Information is kept confidential and is shared only on a limited basis as necessary. This includes, but is not limited to, information related to discipline, failed trial periods, performance evaluations, and/or medical records. If necessary, the parties agree to address any concerns on a case-by-case basis in an effort to reach a satisfactory resolution.

DATED AND SIGNED THIS 12 DAY OF March, 2015.

For the Union

For the Employer


Ryan Mortensen
Business Manager


Lynelle Wood
Sr. Director, Labor Relations
& Human Resources Compliance

ls/usw2002-14

LETTER OF UNDERSTANDING INCENTIVE PAYMENT

This Letter of Understanding is made and entered into by and between Group Health, Inc., and OPEIU, Local 12.

Eligible Employees, as defined below, will receive an incentive payment of one-half percent (.5%) of their annual wages above and beyond the wages defined in Article 27. The payment will be based on gross earnings and upon the results of the following:

- Medical Patient Satisfaction score. The satisfaction score shall be based upon the previous year's annual results. The satisfaction score shall be for the Connect Medical survey question "Would you recommend this provider's office to family and friends?"
- Dental Patient Satisfaction score. The score shall be based upon the previous year's annual results. The score shall be for the Connect Dental survey question "Would you recommend this dental clinic to your family and friends."
- Member Experience Health Plan results. The score shall be based upon the semi-annual results. The results shall be based upon the survey question "Using any number from 0 to 10, where 0 is the worst health plan possible and 10 is the best health plan possible, what number would you use to rate your health plan."

The incentive payment shall be based upon the following:

- If there is an annual improvement of at least three percent (3%) in each of the above three surveys, Employees shall receive the full incentive payment.
- If there is an annual improvement of at least three percent (3%) in the Connect Medical Patient Satisfaction survey and the semi-annual Member Experience Health Plan survey, Employees shall receive a ninety percent (90%) payment.
- If there is an annual improvement of at least three percent (3%) in the Connect Medical Patient Satisfaction survey and the Connect Dental Patient Satisfaction survey, Employees shall receive a sixty percent (60%) payment.

- If there is an annual improvement of at least three percent (3%) in the Connect Dental Patient Satisfaction survey and the semi-annual Member Experience Health Plan survey, Employees shall receive a fifty percent (50%) payment.
- If there is an annual improvement of at least three percent (3%) in the Connect Medical Patient Satisfaction survey, Employees shall receive a fifty percent (50%) payment.
- If there is an annual improvement of at least three percent (3%) in the semi-annual Member Experience Health Plan survey, Employees shall receive a forty percent (40%) payment.
- If there is an annual improvement of at least three percent (3%) in the Connect Dental Patient Satisfaction survey, Employees shall receive a ten percent (10%) payment.


An Employee must be on the payroll as of December 31, of the applicable year to be eligible for the incentive payment. Eligible Employees will receive a yearly payout in the first quarter of the subsequent year if the identified improvement is reached. If the Employer decides to change any of the Patient/Member Satisfaction Surveys, the parties shall meet and confer to discuss the appropriate patient satisfaction factor.

DATED AND SIGNED THIS 31 DAY OF December, 2017.

For the Union


Ryan Mortensen
Business Manager

For the Employer


Lynelle Wood
Sr. Director, Labor
Relations and Human
Resources Compliance

LETTER OF UNDERSTANDING SECURITY CAMERAS

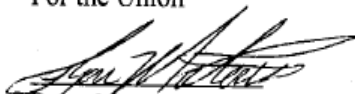
This letter is made and entered into by and between Group Health, Inc. hereinafter 'Employer' and Office and Professional Employees International Union, Local 12, hereinafter 'Union' regarding the understanding reached regarding the installation and use of security cameras in the workplace. The Union and the Employer have agreed to the following:

- Installation of security cameras is intended to create a deterrent against loss, theft, and safety concerns in the workplace.
- The Employer will notify the Union in writing when a camera is installed. The Employer will include the 1) work location and location of camera(s) within the work location; 2) anticipated date that the camera(s) will be installed and operational; 3) information regarding what area(s) the camera will cover; and 4) the job titles of the persons (non-bargaining unit members) who will have access to the camera's "live" feed and recorded information.
- Leads and other bargaining unit members (Building Engineers, etc.) will not have access to the camera's "live" feed or the camera's recorded information.
- The Employer will contact the Employees at the work location where a camera will be installed. The Employer will notify such Employees via e-mail with general information regarding the installation of the camera(s) at that site.
- Information obtained from the cameras will not replace the investigation process.
- Data may be obtained from the cameras only for serious incidents or serious concerns that warrant the review of such information.
- Data gathered by the cameras will not be used to monitor employees on an on-going, regular basis.
- The Union retains its right to grieve any action that is grievable pursuant to the current collective bargaining agreement when the action is a result of information obtained from a camera.

The Employer will schedule a meeting in approximately six (6) months after the date of this letter to discuss data gathered during that timeframe.

DATED AND SIGNED THIS 12th DAY OF March, 2015.

For the Union



Ryan Mortensen
Business Manager

For the Employer



Lynelle Wood
Sr. Director, Labor Relations &
Human Resources Compliance

ls/usw2002-14

LETTER OF UNDERSTANDING CLAIMS JOB PROGRESSION

This Letter of Understanding is made and entered into by and between Group Health, Inc., hereinafter "Employer," and OPEIU, Local 12, hereinafter "Union," to amend the Collective Bargaining Agreement between the parties. It replaces all previous understandings and documents regarding the grade progression listed below for Commercial Claims and Riverview Claims.

In both Riverview Claims and Commercial Claims, all vacant Claims Examiner and COB Claims Examiner positions will be posted as Sr. Claims Examiners and Sr. COB Claims Examiner positions. In the event there are no qualified bidders for the Sr. level position, the positions will be re-posted as Claims Examiner and COB Claims Examiner positions and filled as such prior to seeking candidates outside the Employer.

This Letter of Understanding shall apply to all individuals who currently hold, or in the future will hold the job titles of Claims Examiner (Grade E), Sr. Claims Examiner (Grade F), COB Claims Examiner (Grade F) and Sr. COB Claims Examiner (Grade G) positions in the Riverview Claims department and the Commercial Claims department.

- After one (1) year of successful employment in the Claims Examiner position, the Employees in this position will automatically progress into a Sr. Claims Examiner position. The Sr. Claims Examiner position will not be posted. After one (1) year of successful employment in the COB Claims Examiner position, the Employees in this position will automatically progress into a Sr. COB Claims Examiner position. The Sr. COB Claims Examiner position will not be posted.
- This automatic progression will not count as a bid and Employees will not serve a trial period in their new positions.


DATED AND SIGNED THIS 31 DAY OF
December, 2017.

For the Union



Ryan Mortensen
Business Manager

For the Employer



Lynelle Wood
Sr. Director, Labor
Relations and Human
Resources Compliance

LETTER OF UNDERSTANDING
CREDENTIALING TECHNICAL ASSISTANT JOB PROGRESSION

This Letter of Understanding is made and entered into by and between Group Health, Inc., hereinafter "Employer," and OPEIU, Local 12, hereinafter "Union," to amend the Collective Bargaining Agreement between the parties.

In Credentialing, all vacant Credentialing Technical Assistant positions will be posted as Credentialing Technical Assistant II positions. In the event there are no qualified bidders nor external applicants for the level II position, the positions will be re-posted as Credentialing Technical Assistant 1 positions.

Employees awarded a bid or otherwise placed in the Credentialing Technical Assistant I position shall serve a fair and reasonable trial period up to ninety (90) calendar days. In the event the Employee is absent for more than one (1) week, the Employer may extend the trial period Described above for an equivalent number of work days with notification to the Union. The trial period may be extended by sixty (60) days with written notification by the Employer to the Union outlining the area(s) of concern. Notification to the Employee will include meeting with the Employee and discussing the area(s) of concern and the leader's expectations.

Employees in a benefit status of Plus Fifteen (+15) or greater hired into the Credentialing Technical Assistant I position from outside the Employer shall serve a probationary period of one hundred fifty (150) calendar days. Employees in a benefit status of Minus Fifteen (-15) or less hired into the Credentialing Technical Assistant I position from outside the Employer shall serve a probationary period of one hundred twenty (120) work days. In the event the Employee is on a bona-fide leave of absence for more than one (1) week, the Supervisor may extend the probationary period for an equivalent number of work days with notification to the Union. If the Supervisor feels that a longer probationary period is necessary, the probationary period may be extended by thirty (30) calendar days with notification to the Union.

This Letter of Understanding shall apply to all individuals who currently hold, or in the future will hold, the job titles of Credentialing Technical Assistant I (Grade F) and Credentialing Technical Assistant II (Grade G) positions in the Credentialing department.

- After one (1) year of successful employment in the Credentialing Technical Assistant I position, the Employees in this position will automatically progress into a Credentialing Technical Assistant II position. The Credentialing Technical Assistant I1 position will not be posted.
- This automatic progression will not count as a bid and Employees will not serve a trial period in their new positions.

FOR THE UNION

Traci Murphy

Traci Murphy
Business Representative

FOR THE EMPLOYER

Lynelle Wood

Lynelle Wood
Sr. Director Labor and
Employee Relations

Date: 10/28/2021

ADDENDUM A
FULL DAY HOLIDAY PAYMENT SCHEDULE

40/8 Hour Shift	37.5/7.5 Hour Shift	+30
IF WORKING HOLIDAY:		
Paid double time for hours worked OR at Employee's option straight time PLUS same number of hours credited to vacation account.	Paid double time for hours worked OR at Employee's option straight time PLUS same number of hours credited to vacation account.	Paid double time for hours worked OR at Employee's option straight time PLUS same number of hours credited to vacation account.
IF NOT WORKING BUT REGULARLY SCHEDULED:		
Paid eight hours of holiday pay at straight time.	Paid 7.5 hours of holiday pay at straight time.	Paid for normal number of hours Employee would have worked that day.
IF NOT WORKING AND NOT REGULARLY SCHEDULED:		
Work week schedule shall be amended to accommodate holiday within the pay period in which the holiday falls, if staffing permits and holiday pay shall be received OR a pro-rated number of hours credited to vacation account based on the FTE.	Work week schedule shall be amended to accommodate holiday within the pay period in which the holiday falls, if staffing permits and holiday pay shall be received OR a pro-rated number of hours credited to vacation account based on the FTE.	Work week schedule shall be amended to accommodate holiday within the pay period in which the holiday falls, if staffing permits and holiday pay shall be received OR a pro-rated number of hours credited to vacation account based on the FTE.
OVERTIME ON HOLIDAY:		
Paid at 2.5 rate	Paid at 2.5 rate	Paid at 2.5 rate

ADDENDUM A
FULL DAY HOLIDAY PAYMENT SCHEDULE

Modified Hours of at least +30	+15	-15/On Call
IF WORKING HOLIDAY:		
Paid double time for hours worked OR at Employee's option straight time PLUS same number of hours credited to vacation account.	Paid double time for hours worked OR at Employee's option straight time PLUS same number of hours credited to vacation account.	Paid double time for hours worked.
IF NOT WORKING BUT REGULARLY SCHEDULED:		
Paid for normal number of hours Employee would have worked that day.	May choose to use personal holiday for hours Employee would have worked that day OR take time off without pay.	Not applicable.
IF NOT WORKING AND NOT REGULARLY SCHEDULED:		
Work week schedule shall be amended to accommodate holiday within the pay period in which the holiday falls, if staffing permits and holiday pay shall be received OR a pro-rated number of hours credited to vacation account based on the FTE.	Not applicable.	Not applicable.
OVERTIME ON HOLIDAY:		
Paid at 2.5 rate	Paid at 2.5 rate	Paid at 2.5 rate

ADDENDUM B
CHRISTMAS EVE HOLIDAY PAYMENT SCHEDULE

40/8 Hour Shift	37.5/7.5 Hour Shift	+30/7.5 Hours Shift
IF WORKING THE SECOND HALF OF THE SHIFT:		
<u>1st half of shift</u> Works or is paid for first four hours at straight time. <u>2nd half of shift</u> Paid double time for hours worked OR at Employee's option straight time PLUS same number of hours credited to vacation account.	<u>1st half of shift</u> Works or is paid for first 3.5 hours at straight time. <u>2nd half of shift</u> Paid double time for hours worked OR at Employee's option straight time PLUS same number of hours credited to vacation account.	<u>1st half of shift</u> Works or is paid for first 3.5 hours at straight time. <u>2nd half of shift</u> Paid double time for hours worked OR at Employee's option straight time PLUS same number of hours credited to vacation account.
IF NOT WORKING THE SECOND HALF OF REGULARLY SCHEDULED SHIFT:		
<u>1st half of shift</u> Works or is paid for first four hours of shift at straight time. <u>2nd half of shift</u> Second half shall receive four hours of holiday pay at straight time.	<u>1st half of shift</u> Works or is paid for first 3.5 hours of shift at straight time. <u>2nd half of shift</u> Second half shall receive four hours of holiday pay at straight time.	<u>1st half of shift</u> Works or is paid for first 3.5 hours of shift at straight time. <u>2nd half of shift</u> Second half shall receive four hours of holiday pay at straight time.

ADDENDUM B
CHRISTMAS EVE HOLIDAY PAYMENT SCHEDULE

+30 Shift Less than 7.5	Modified Hours of at least +30	+15	-15/On Call
IF WORKING THE SECOND HALF OF THE SHIFT:			
<u>1st half of shift</u> Works or is paid for first half of shift at straight time. <u>2nd half of shift</u> Paid double time for hours worked OR at Employee's option straight time PLUS same number of hours credited to vacation account.	<u>1st half of shift</u> Works or is paid for first half of shift normally worked that day at straight time. <u>2nd half of shift</u> Paid double time for hours worked OR at Employee's option straight time PLUS same number of hours credited to vacation account.	<u>1st half of shift</u> Works or is paid for first half of shift normally worked that day at straight time. <u>2nd half of shift</u> Paid double time for hours worked OR at Employee's option straight time PLUS same number of hours credited to vacation account.	<u>1st half of shift</u> Works or is paid for first half of shift normally worked that day at straight time. <u>2nd half of shift</u> Paid double time for all hours worked.
IF NOT WORKING THE SECOND HALF OF REGULARLY SCHEDULED SHIFT:			
<u>1st half of shift</u> Works or is paid for first half of shift at straight time. <u>2nd half of shift</u> Second half shall receive the normal number of hours of holiday pay Employee would have worked at straight time.	<u>1st half of shift</u> Works or is paid for first half of shift at straight time. <u>2nd half of shift</u> Second half shall receive the normal number of hours of holiday pay Employee would have worked at straight time.	<u>1st half of shift</u> Works or is paid for first half of shift at straight time. <u>2nd half of shift</u> Second half may choose to use personal holiday time OR take time without pay.	<u>1st half of shift</u> Works or is paid for first half of shift at straight time. <u>2nd half of shift</u> Not applicable.

ADDENDUM B
CHRISTMAS EVE HOLIDAY PAYMENT SCHEDULE

40/8 Hour Shift	37.5/7.5 Hour Shift	+30/7.5 Hour Shift
IF NOT WORKING AND NOT REGULARLY SCHEDULED:		
Work week schedule shall be amended to accommodate holiday within the pay period in which the holiday falls, if staffing permits and holiday pay shall be received OR four hours credited to vacation account based on the FTE.	Work week schedule shall be amended to accommodate holiday within the pay period in which the holiday falls, if staffing permits and holiday pay shall be received OR four hours credited to vacation account based on the FTE.	Work week schedule shall be amended to accommodate holiday within the pay period in which the holiday falls, if staffing permits and holiday pay shall be received OR a pro-rated number of hours credited to vacation account based on the FTE.
OVERTIME ON HOLIDAYS:		
Paid at 2.5 rate	Paid at 2.5 rate	Paid at 2.5 rate

ADDENDUM B
CHRISTMAS EVE HOLIDAY PAYMENT SCHEDULE

+30 Shift Less than 7.5	Modified Hours of at least +30	+15	-15/On Call
IF NOT WORKING AND NOT REGULARLY SCHEDULED:			
Work week schedule shall be amended to accommodate holiday within the pay period in which the holiday falls, if staffing permits and holiday pay shall be received OR a pro-rated number of hours credited to vacation account based on the FTE.	Work week schedule shall be amended to accommodate holiday within the pay period in which the holiday falls, if staffing permits and holiday pay shall be received OR a pro- rated number of hours credited to vacation account based on the FTE.	Not applicable.	Not applicable.
OVERTIME ON HOLIDAYS:			
Paid at 2.5 rate	Paid at 2.5 rate	Paid at 2.5 rate	Paid at 2.5 rate

ADDENDUM C
FAILED TRIAL PERIOD PLACEMENT PROCESS

In the event that the Employee fails the trial period, the following shall occur:

1. The Employee shall be placed in their former position at the Employee's former location if it is vacant. If the former position is not vacant:
2. The Employee shall be placed in a previously posted vacant position in the same job title and Benefit Status as the Employee's former position at the Employee's former location. If no such position exists:
3. The Employee shall be placed in a previously posted vacant position of like status and pay as the Employee's former position at the Employee's former location. If no such position exists:
4. The Employee shall be placed in a previously posted vacant position in the same job title and like status as the Employee's former position within twenty (20) miles of the former location. If no such position exists:
5. The Employee shall be placed in a previously posted vacant position of like status and pay as the Employee's former position within twenty (20) miles of the former location. If no such location exists:
6. The Employee shall be placed in a previously posted vacant position in the same job title and like status as the Employee's former position within the system. If no such position exists:
7. The Employee shall be placed in a previously posted vacant position of like status and pay as the Employee's former position within the system. If no such position exists:
8. The Employee shall bump the least senior Employee in the same Pay Grade and like status as the Employee's former position at the Employee's former location. If no such position exists:
9. The Employee shall bump the least senior Employee in the same Pay Grade and like status as the Employee's former position within the system. If no such position exists.

10. The Employee shall be laid off and the Employee's name shall be placed on the Recall List.

In all cases, the Employee must be qualified to perform the duties of the position.

If testing is required to determine if the Employee is qualified for the position(s), the Employee must complete all required testing within three (3) work days of being notified of which position(s) they must test.

If at any step in the process, more than one (1) vacancy exists, the Employer shall offer the Employee all applicable vacancies and the Employee may select the vacancy from those that are offered to him/her. If there is more than one (1) applicable vacancy, the Employee shall have one (1) work day after they are notified of which vacancies they have passed the required testing to notify Human Resources which vacancy they are selecting.

If an Employee is placed in a position via the above process that is in their same job title and same location as their former position, the Employee shall not be required to serve a trial period.

If an Employee is placed in a position via the above process that is in a different job title and/or different location as their former position, the Employee shall be required to serve a trial period. If the Employee fails this second trial period, the Employee shall follow the above process up through Step 7. If no vacancies exist, the Employee shall be placed on the Recall List. If the Employee fails a third consecutive trial period, the Employee shall be terminated.

If an Employee is placed in a position via the above process, the Employee shall be restricted from bidding on any other positions for a period of twelve (12) months (unless any of the exceptions listed in Article 19.05 are applicable). The Employer may waive this restriction for Employees with at least six (6) months of service in their current position. The twelve (12) month period of time shall begin from the date that the Employee originally bid on the position prior to their failing the trial period.

The Employee who is bumped by an Employee via the above process shall exercise their rights under Article 20 beginning with 20.08. It is understood that if this Employee has been notified that they have been designated for layoff, and as a result of this notification, they bid on a position in lieu of exercising their rights under Article 20 and they are awarded the position, the movement to this position shall not be considered as a restriction on subsequent bidding under Article 19.05.

If an Employee is being placed in a vacancy, the Employee, the “releasing” Supervisor and the Supervisor of the vacant position shall attempt to mutually agree to the date the Employee shall start in their new position. If no such agreement is reached, the Employee shall be placed in the vacancy within one (1) work day after they are notified of which vacancy they shall be placed.

If the Employee is bumping, the Employee, the “releasing” Supervisor, and the Supervisor of the position into which the Employee is bumping shall attempt to mutually agree to the date the Employee shall start in their new position. If no such agreement is reached, the Employee shall be placed in the position no sooner than ten (10) work days from being notified into which position they are bumping.

If an Employee is being laid off, the Employee shall be given ten (10) work days prior to the scheduled layoff or if the notice is less than ten (10) work days, the Employer shall provide a day’s pay for each regular work day of notice less than ten (10).

November 26, 2002

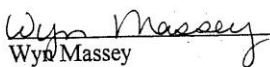
Lynelle Wood
Director, Labor Relations and Human Resources Compliance
HealthPartners
8100 34th Avenue South
P.O. Box 1309
Minneapolis, MN 55440-1309

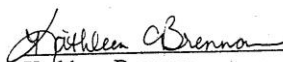
Dear Lynelle,

This letter is to confirm the understanding reached during negotiations for the 2002-2005 Collective Bargaining Agreement regarding the Employer's use of volunteers.

The parties recognize that volunteers provide a valuable service to the Employer. Should either party have concerns that the work performed by volunteers is covered by the Collective Bargaining Agreement, the parties agree to address any concerns on a case-by-case basis to reach a satisfactory resolution.

Sincerely,


Wyn Massey
Business Representative


Kathleen Brennan
Business Representative

ls/uswa2002-14

November 18, 2014

Ryan Mortensen

Office & Professional Employees International Union, Local 12

2277 Highway 36

Suite 150

Roseville, MN 55113

Dear Ryan:

This letter is to confirm the understanding that was reached during the negotiations for the 2014-2017 Collective Bargaining Agreement regarding the Employee's ability to use personal holiday or vacation time when the Employee is requesting paid time off for a same day emergency situation.

The Employee needs to request the use of paid time, either the day of the emergency or prior to the end of the current pay period.

The determination of "emergency" will be made by the Supervisor on a case-by-case basis considering the individual circumstances of each case. In general, an emergency is considered to be an infrequent and unexpected incident for which the Employee cannot plan in advance, is outside the control of the Employee and prevents the Employee from working.

When an Employee is requesting the use of paid time for the same day emergency, the Supervisor has the right to obtain enough information from the Employee to make the determination if an emergency situation exists.

If the Supervisor determines an emergency does exist, the Employee shall be allowed to use personal holiday time (or vacation or compensatory time, if applicable) notwithstanding staffing considerations of the work area.

If the Supervisor determines that an emergency situation does not exist and thus the Employee will not be allowed to use paid time, the Supervisor will tell the Employee the determination at this time and will also inform the Employee that the time will be unpaid and the potential consequences of not being at work.

Sincerely,

A handwritten signature in cursive script that reads "Lynelle Wood".

Lynelle Wood

Sr. Director, Labor Relations and Human Resources Compliance

November 17, 2005

Wyn Massey and Nick Wetschka
Business Representatives
OPEIU Local 12
2855 Anthony Lane S #225
Minneapolis, MN 55418

Dear Wyn and Nick,

During the recent round of bargaining, the Union raised a concern that some On-Call Employees may be working a consistent full-time or part-time schedule on a long term and ongoing basis. If the Union has a specific concern regarding a particular Employee(s), the Union may bring this to the attention of Human Resources. The Union, Human Resources and the applicable Leaders will meet in a good faith effort to attempt to resolve these concerns. Additionally, each quarter, Human Resources agree to send the Union a list of all On-Call Employees including their name, job title, location and hours compensated per pay period.

The Union also raised a concern that some .80 FTE Employees may be working a consistent 1.0 FTE schedule on a long term and on-going basis. If the Union has a specific concern regarding a particular Employee(s), the Union, Human Resources and the applicable Leaders will meet in a good faith effort to attempt to resolve these concerns.

Finally, the Union raised a concern regarding how some locations have defined their work areas/work units for the various purposes in the Collective Bargaining Agreement. If the Union has a specific concern regarding a location(s), the Union may bring this to the attention of Human Resources. The Union, Human Resources, and the application Leaders will meet in a good faith effort to attempt to resolve these concerns.

Sincerely,

A handwritten signature in dark ink that reads "Lynelle Wood". The script is cursive and fluid, with the first name and last name clearly legible.

Lynelle Wood
Director, Labor Relations and Human Resources Compliance

November 21, 2011

Tom Lonergan
OPEIU, Local 12
2277 Highway 36 W, Suite 150
Roseville, MN 55113

Dear Tom,

This letter is to confirm the understanding that was reached during the negotiations for the 2011-2014 Collective Bargaining Agreement regarding employees' use of the electronic job bidding tool for submitting bids for vacancy postings during the three day posting period.

It is understood that there may be a few limited circumstances in which an employee may not be able to reasonably access a computer. In these situations, before an employee would submit a paper bid, the employee needs to work with his/her leader to access a computer with electronic job bidding tool, a printer and/or help resources. All employees do have a HealthPartners user name and domain access to log into a computer at work. Also, employees will be able to access the electronic job bidding tool as an internal GHI employee outside of work, e.g., at home, at a library, at a coffee shop, etc.

If employees have questions or concerns regarding access to electronic job bidding tool, they may contact Human Resources for help. In addition, there are help resources on myPartner that employees may access as an additional resource.

When completing the electronic job bidding tool bid application, employees are not required to submit a resume and/or cover letter as part of this process. This information is on the electronic job bidding tool Help Manual on myPartner and on the opening page of the electronic job bidding tool.

Sincerely,

A handwritten signature in black ink that reads "Lynelle Wood". The signature is written in a cursive, flowing style.

Lynelle Wood
Sr. Director, Labor Relations and Human Resources Compliance

July 25, 2017

Ryan Mortensen

Office & Professional Employees International Union, Local 12
2277 Highway 36, Suite 150
Roseville, MN 55113

Dear Ryan:

This letter is to confirm the understanding that was reached during the negotiations for the 2017-2020 Collective Bargaining Agreement.

The Health Care Labor Management Committee will review and discuss improving the health status of Local 12 represented Employees, health care costs, cost of the Local 12 health plan, overall trends in utilization, general plan performance, any legislative or regulatory issues that affect or could affect the health benefits provided under the Collective Bargaining Agreement, any needs for Leader or Employee education, and such other issues that it may deem relevant to its work. This Committee will take into account both active and retired Employees of the bargaining unit.

The Committee will be composed of six Employees chosen by the Employer and six members chosen by the Union and up to two Business Representatives. The Committee may also invite other individuals with expertise and information that is deemed useful for the Committee. The Committee shall meet at least quarterly.

HealthPartners agrees to provide any information under its control that may assist the Committee in its deliberations, including utilization data for both medical services and drugs, internal and general medical trends (both state of Minnesota and National), comparisons of bargaining unit experience with other insured populations and the general public, to the extent the information is not confidential or proprietary, and best practices within both insurers and providers. The Committee may request or seek such other data and information that it determines is needed in its deliberations.

The parties agree that they will develop regular reports to be shared with bargaining unit Leaders and bargaining unit members.

Sincerely,

A handwritten signature in black ink that reads "Lynelle Wood". The script is cursive and fluid, with the first letters of each word being capitalized and prominent.

Lynelle Wood

Sr. Director, Labor Relations and Human Resources Compliance

November 30, 2021

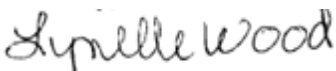
Traci Murphy
OPEIU, Local 12
2277 Highway 36 W, Suite 150
Roseville, MN 55113

Dear Traci,

This letter is to confirm the understanding that was reached during the negotiations for the 2021-2024 Collective Bargaining Agreement regarding the Employer's use of temporary workers. The parties have agreed to continue a Labor Management Committee (LMC) to discuss the Employer's use of temporary workers under Article 22 of the Collective Bargaining Agreement. The parties also agree to discuss the Employer's use of float employees and on-call employees.

The parties agree that the LMC will meet no later than March 15, 2022.

Sincerely,

A handwritten signature in cursive script that reads "Lynelle Wood".

Lynelle Wood

Sr. Director, Labor Relations and Human Resources Compliance

**HOURS TO FTE COMPARISON BASED
ON A 75 HOUR PAY PERIOD**

Status	Hours per Pay Period	FTE	Status	Hours per Pay Period	FTE	Status	Hours per Pay Period	FTE
<u>On-Call</u>	0	0.00		30	0.40	<u>Part- Time</u>	59	0.79
<u>Part Time Casual</u> <u>-15</u>	1	0.01	<u>Part- Time</u> <u>+15</u>	31	0.41	<u>+30</u>	60	0.80
	2	0.03		32	0.43		61	0.81
	3	0.04		33	0.44		62	0.83
	4	0.05		34	0.45		63	0.84
	5	0.07		35	0.47		64	0.85
	6	0.08		36	0.48		65	0.87
	7	0.09		37	0.49		66	0.88
	8	0.11		37.5	0.50		67	0.89
	9	0.12		38	0.51		68	0.91
	10	0.13		39	0.52		69	0.92
	11	0.15		40	0.53		70	0.93
	12	0.16		41	0.55		71	0.95
	13	0.17		42	0.56		72	0.96
	14	0.19		43	0.57		73	0.97
	15	0.20		44	0.59		74	0.99
	16	0.21		45	0.60	<u>Full- Time</u>	75	1.00
	17	0.23		46	0.61		80	1.07
	18	0.24		47	0.63			
	19	0.25		48	0.64			
	20	0.27		49	0.65			
	21	0.28		50	0.67			
	22	0.29		51	0.68			
	23	0.31		52	0.69			
	24	0.32		53	0.71			
	25	0.33		54	0.72			
	26	0.35		55	0.73			
	27	0.36		56	0.75			
	28	0.37		57	0.76			
	29	0.39		58	0.77			