

GHI/Local 12

ARTICLE 3 – HOURS OF WORK

3.10 Permanent Addition/Reduction in Hours.

E1. Modify the language

The addition or reduction of hours shall be voluntary on part of the Employee. An addition or reduction of hours may be initiated by the Employer or the Employee.

A. Permanent Addition or Reduction

- Employer Initiated: The permanent addition or reduction of hours 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.
- Employee Initiated: A request for an addition or reduction of hours will be submitted in writing to the Supervisor and upon Supervisory approval will be awarded on a first come first serve basis.

B. Temporary Addition or Reduction

- Employer Initiated: The temporary addition or reduction of hours 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.
- Employee Initiated: A request for an addition or reduction of hours will be submitted in writing to the Supervisor and upon Supervisory approval will be awarded on a first come first serve basis.

A temporary addition or reduction of hours may be for a period of up to six (6) months. An extension may be granted for an additional period of up to six (6) months. However, if the Employer determines the temporary addition or reduction of hours must end prior to the mutually agreed upon date, the Employer will give the Employee fourteen (14) calendar days' notice prior to returning the Employee to their original hours.

For the duration of a temporary addition or reduction of hours, the Employee will remain in their original benefits status.

3.16 Schedule Changes – Vacancy.

E2. Modify the language

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. Once an Employee moves into a new schedule, they shall be restricted from moving into another schedule for six (6) months under this Section. The Supervisor may waive this restriction.

ARTICLE 4 – OVERTIME/COMPENSATORY TIME

4.01 Overtime Payment.

E3. Modify the language

For purposes of overtime, an Employee must have worked for a minimum of forty (40) hours in a week (and make related changes throughout the Collective Bargaining Agreement to be consistent with this change).

4.02 Compensatory Time.

E4. Eliminate this Section

ARTICLE 7 – VACATIONS

7.06 Vacation Requests.

E5. Modify the language

~~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.~~

~~Between November 1 and November 23, Employees shall bid on vacation for the time period between February 1 and May 31. Employees may bid on time beyond May 31 if such requested time is consecutive and the first day of the requested time is on or before May 31. No later than December 15, the vacation schedule for the period of February 1 through May 31 shall be posted.~~

~~Between March 1 and March 23, Employees shall bid on vacation for the time period between June 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. No later than April 15, the vacation schedule for the period June 1 and September 30 shall be posted.~~

~~Between July 9 and August 1, Employees shall bid on vacation for the time period between October 1 and January 31. Employees may bid on time beyond January 31 if such requested time is on or before January 31. No later than August 15, the vacation schedule for the period October 1 through January 31 shall be posted.~~

E6. Add language

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.

CareLine Employees, Appointment Center Scheduling Employees, and Employees working Urgent Care hours shall be entitled to only:

- Two (2) Saturdays per month; or
- Two (2) Sundays per month; or
- One (1) Saturday and one (1) Sunday combination per month.

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

The above restrictions ~~is~~ are to be used during the initial bidding process only.

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

E7. Add language

Employees may only bid on one-half of the work days before and after holidays, excluding Christmas Eve each year. These impacted holidays shall be identified prior to the passing of the bid calendar. Employees may bid on:

- The workday before;
- The workday after;
- Or both the day before and after.

The above language shall not apply to vacations schedules that involve at least five (5) consecutive regularly scheduled work days.

ARTICLE 8 – SICK LEAVE

8.12 Doctor Time.

E8. Eliminate this Section

8.13 Attendance Incentive.

E9. Modify the language

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 or unpaid time in the applicable thirteen (13) pay periods, the Employee shall be eligible for the ~~sick leave~~ attendance incentive. Time off for FMLA sick leave and/or unpaid time 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.

ARTICLE 9 – HOLIDAYS

9.05 Holiday Pay Eligibility.

E10. Modify the language

To receive holiday pay for the Christmas Eve holiday, an Employee must work or be paid a ~~minimum of one (1) hour~~ their scheduled shift 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 their scheduled shift for the workday immediately preceding a holiday and the first workday 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 and 9.07 Payment Schedule - Christmas Eve Holiday.

E11. Modify the language

For any full day holiday, Employees shall be paid as defined in Addendum A.

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

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

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

ARTICLE 10 – LEAVES OF ABSENCE

10.03 Medical Leaves of Absence

E12. Modify the language

- 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 which will not be extended by the use of paid time upon furnishing the Employer with a request accompanied by a physician's provider recommendation for said medical leave. If at any time, the Employee returns to work and works for less than two (2) months before returning to a medical leave status for any medical reason, it shall be considered a continuation of the original leave.
- B. Pay/Use of Benefits. The Employee ~~may choose to use accrued vacation and personal holiday time~~ will first use accrued sick time during their leave. The Employee will also use accrued vacation and personal holiday time during their leave. Employees must designate the order of their vacation and personal holiday time to be used at the beginning of their medical leave of absence.

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, vacation, and personal holiday time~~ will be used to make the Employee's hours whole.

On-call Employees ~~shall be eligible to~~ will use accrued sick leave, vacation, and personal holiday time (if applicable) until exhausted. Available sick leave, vacation and personal holiday time 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. Employee must designate the number of hours to be paid at the beginning of their medical leave of absence. Use of paid time shall not extend the length of the leave.~~

E13. Eliminate the language

- ~~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.~~

E14. Modify the language

- 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 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. Prior to the Employee's return, the Employee will provide a return to work note from their provider. If not enough information is provided within the return to work note, the Employer may request an assessment.~~
 - Based on the Employee's return to work note ~~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 Employee's return to work note ~~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. No changes

- 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, the Employee will provide a return to work note from their provider. If not enough information is provided within the return to work note, the Employer may request an assessment. 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 Employee's return to work note 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 Employee's return to work note 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. No change

10.05 Parenting Leave.

E15. Modify the language

- C. Use of Paid Time. The Employee ~~may~~will 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 vaginal 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~~will be used upon receipt of a physician's provider's statement. The Employee may choose to use accumulated personal holiday and vacation time during the leave.

ARTICLE 14 – HEALTH and WELFARE BENEFITS

E16. Modify the language

14.01 Health Insurance.

Co-Pays

Office and Urgent Care

Office Visit	2025	2026	2027
With completing the <u>Be Well Program Health Assessment and a qualifying activity</u>	Benefit Level 1 \$10	Benefit Level 1 \$15	Benefit Level 1 \$20
	Benefit Level 2 \$20	Benefit Level 2 \$25	Benefit Level 2 \$30
Without completing the <u>Be Well Program Health Assessment and a qualifying activity</u>	Benefit Level 1 \$35	Benefit Level 1 \$40	Benefit Level 1 \$45
	Benefit Level 2 \$45	Benefit Level 2 \$50	Benefit Level 2 \$55

Urgent Care	2025	2026	2027
With completing the <u>Be Well Program Health Assessment and a qualifying activity</u>	Benefit Level 1 \$20	Benefit Level 1 \$25	Benefit Level 1 \$30
	Benefit Level 2 \$30	Benefit Level 2 \$35	Benefit Level 2 \$40
Without completing the <u>Be Well Program Health Assessment and a qualifying activity</u>	Benefit Level 1 \$45	Benefit Level 1 \$50	Benefit Level 1 \$55
	Benefit Level 2 \$55	Benefit Level 2 \$60	Benefit Level 2 \$65

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

virtuwell	2025	2026	2027
	\$0	\$0	\$0

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Inpatient Hospital	2025	2026	2027
	Benefit Level 1 \$200	Benefit Level 1 \$225	Benefit Level 1 \$250
	Benefit Level 2 \$400	Benefit Level 2 \$425	Benefit Level 2 \$450

Outpatient Hospital	2025	2026	2027
	Benefit Level 1 \$75	Benefit Level 1 \$100	Benefit Level 1 \$125
	Benefit Level 2 \$200	Benefit Level 2 \$225	Benefit Level 2 \$250

Emergency Department	2025	2026	2027
	\$125	\$150	\$175

Pharmacy	2025	2026	2027
Generic	\$10	\$10	\$10
Brand	\$20	\$30	\$40
Specialty	\$100	\$125	\$150

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

Annual Out of Pocket Maximum

- Single - \$2,500
- Family - \$4,500

14.02 Full-Time Eligibility.

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

Effective Date	01-01-25	01-01-26	01-01-27
Single	\$50.00	\$60.00	\$70.00
Family	\$180.00	\$200.00	\$220.00

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 every payperiod toward single or family coverage shall be:

Effective Date	01-01-25	01-01-26	01-01-27
Single	\$125.00	\$145.00	\$165.00
Family	\$300.00	\$325.00	\$350.00

14.02 Dental Insurance

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Provision	Benefit level 1 HP Dental Group	Benefit Level 2	Out of Network
	Single/Family	Single/Family	Single/Family
Deductible	\$0	\$50/\$150	\$50/\$150
Annual benefit maximum	None	\$750 (combo in and out of network)	\$500
Preventive (exams, cleanings, x-rays)	100%	100%	80%
Basic I Services			
- Amalgam Fillings	100%	50%	50%
- Posterior Composites	100%	50%	50%
- Simple Extractions	80%	50%	50%
- Non-Surgical Periodontics	80%	50%	50%
- Endodontics	80%	50%	50%
Basic II Services			
- Surgical Periodontics	80%	50%	50%
- Other Oral Surgery	80%	50%	50%
Crowns, onlays	80%	50%	50%
Major/Prosthetics (bridges, dentures)	50%	50%	No coverage
Orthodontia	50% coverage (up to \$1,500 lifetime maximum)	No coverage	No coverage

ARTICLE 16 – PROBATION PERIOD

16.01 Length of Probationary Period.

E17. Modify the language to:

- A. Length of Probationary Period for Employees in a Benefit Status of Plus Fifteen (+15) or Greater.

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. A second thirty (30) calendar day extension may be done with notification to the Union.

ARTICLE 17 – SENIORITY

17.01 Definition

E18. Modify the language

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, d~~During a military leave, an Employee shall accrue seniority while on leave.

17.02 Seniority Lists

E19. Modify the language

This listing shall be posted ~~at all locations~~ on the Intranet for Employee review at the same time it is quarterly furnished to the Union.

ARTICLE 19 – JOB BIDDING AND PROMOTIONS

19.01 Postings.

E20. Modify the language

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) workdays. Employees bidding on a posted vacancy must use the electronic bidding tool and submit a resume but are not required to submit a cover letter.

19.04 Awarding Positions.

E21. Modify the language

Modify the language to:

The bid position shall be awarded on seniority and qualifications as described below. 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.

If more than one (1) Employee bids for the same position, the senior Employee shall be awarded the position, provided the Employee’s ability to perform the job is relatively equal to that of other bidders.

19.08 Trial Period.

E22. Modify the language

A. Length of Trial Period

The trial period may be extended by ~~sixty (60)~~ ninety (90) 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.

ARTICLE 20 – LAYOFF

20.04 Volunteers for Elimination of a Position and 20.05 Volunteers for a Reduction in Hours.

E23. Modify the language

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. This provision is not applicable if there is only one Employee in the FTE, job title and affected work area.

20.05 Volunteers for Reduction in Hours. In the case of a reduction in 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. This provision is not applicable if there is only one Employee in the same job title and affected work area.

20.06 Notice to Employee.

E24. Modify the language

A. Notification Meeting. If there are no volunteers, ~~the Supervisor will meet~~ with 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 to notified them~~ that their position is being eliminated or reduced in hours.

B. Options. The Employer shall notify, electronically, the affected Employees ~~and the Union~~ of their Employee's 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. If an Employee has questions regarding their option(s), they may contact their leader and/or the Union.

20.08 Layoff Procedures

E25. Modify the language

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.~~

- ~~DB.~~ If no option in “~~CA~~” exists, the Employee shall accept a vacancy in the same Pay Grade regardless of location.
- ~~DC.~~ 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.
If no option in “DB” exists, the Employee shall bump the least senior Employee in the same Pay Grade regardless of location.
- D. If no option in “C” exists, the Employee shall accept a vacancy in one successive lower Pay Grade at the Employee’s same location.
- E. If no option in “D” exists, the Employee shall bump the least senior Employee in one successive lower Pay Grade at the Employee’s same location.
- F. If no option in “E” exists, the Employee shall accept a vacancy in one successive lower Pay Grade regardless of location.
- G. If no option in “F” exists, the Employee shall bump the least senior Employee in one successive lower Pay Grade regardless of location.
- H. If no option in “F” exists, the Employee shall be offered options following steps “D” through “G” in successive lower Pay Grades.
- I. 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.

Section 20.11 Trial Period

E26. Modify the language

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
- Employees in a Lead position
- Employees placed in a different position in a different job title

E27. Modify the language

An additional ~~sixty (60)~~ ninety (90) 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.

ARTICLE 24 – GRIEVANCE AND ARBITRATION

24.02 Grievance Procedure

E28. Modify the language

Grievances shall be timely if submitted within twenty (20) calendar days after the date of occurrence giving after the 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.

A written grievance, specifying the Article(s) and Sections(s) of this agreement alleged to have been violated or other basis for the grievance, a description of the nature of the violation and a remedy requested, shall be presented to the appropriate Supervisor.

Within ten (10) calendar days following receipt of the written grievance, an Employee or a Representative of the Union shall schedule a meeting with the Supervisor. During the grievance procedure, there shall be a presentation of the facts regarding the grievance by both parties.

The Supervisor shall attempt to resolve the matter and shall respond in writing to the Employee and the Union Representative, if applicable, within ten (10) working days of the meeting.

~~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 is the issue is not resolved to the Employee's and/or the Union's satisfaction, the Employee's 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.

If Step 1 is being waived, the second step must be filed 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 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. In this situation, the second step must be filed 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.

Step 2

If the grievance is not resolved at Step 1, the authorized Union Representative shall schedule a meeting with the designated Employer Representative within ten (10) calendar days of receipt of the first step response. the written grievance shall be submitted to Human Resources.

A meeting with the authorized the authorized Union Representative shall schedule with the designated Employer Representative within ten (10) workdays.

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

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

ARTICLE 25 – CORRECTIVE ACTION AND DISCHARGE

25.05 Removing Materials From File.

E29. Modify the language

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~~ the following timelines:

- Oral and written warnings removed after one (1) year from the original offense
- Suspensions removed after two (2) years from 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~~ the following timelines:

- Oral and written warnings removed after one (1) year from the original offense
- Suspensions removed after two (2) years from the original offense

E30. Add language

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

25.07 Grievability (New Section)

E31. Add language

Employees may not file a grievance in response to an oral or written warning.

ARTICLE 27 – PAY GRADES AND SALARY CHANGES

27.04 Step Movement.

E32. Modify the language

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 step increase date. To be eligible for the step increase, the Employee must have no active discipline. The Employee will be eligible for the step increase when the discipline is no longer active.

27.06 Hiring Rate for New Employee

E33. Modify the language

New Employees may be hired at any step of the applicable Pay Grade.

~~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.~~

New Section - Availability Pay

E34. Add language

Employees who are required to be available by phone for a period of not more than three (3) hours per day and available to report to work within forty-five (45) minutes from the time they are called shall receive call pay equal to fifteen percent (15%) of their straight time hourly rate not to exceed five dollars (\$5.00) for each hour they are on call. When Employees are called into work and paid the applicable rate of pay, they shall receive the availability call pay up until the time they receive the notification to come into work.

27.20 Longevity.

E35. Modify the language

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 hire date occurs. To be eligible for the longevity payment, the Employee must have no active discipline. The Employee will be eligible for the longevity payment on the pay period following when the discipline is no longer active.

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 hire date. To be eligible for the longevity payment, the Employee must have no active discipline. The Employee will be eligible to begin receiving the hourly longevity increase on the pay period following when the discipline is no longer active.

27.30 Rewards for Employees.

E36. Add language

The Supervisor may provide a team of Employees who have demonstrated outstanding performance with a lump sum achievement award. Such achievement award shall not exceed \$5,000 per contract year per team. Such achievement awards shall not be grievable.

The Supervisor may provide an Employee who has demonstrated outstanding performance with a lump sum achievement award. Such achievement award shall not exceed \$1,000 per contract year per Employee. Such achievement awards shall not be grievable.

ARTICLE 29 JOB EVALUATION COMMITTEE NEW OR CHANGED POSITIONS

E37. Modify the language

~~**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) workdays 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.

For newly created positions or existing positions that have changed significantly, Human Resources shall notify the Union of such job creation or significant change in an existing position and provide the Union with a copy of the new or revised job description. The parties shall negotiate assignment of the position to an established Pay Grade. If there is no agreement, Human Resources shall establish the appropriate Pay Grade placement, subject to the right of the Union to grieve such Pay Grade placement pursuant to Article 24.

New Article

E38. REASSIGNMENT

The Supervisor may temporarily reassign an Employee to another location within the system.

The Supervisor shall request volunteers from among Employees in the same job title from which the reassignment is to be made. If one (1) or more Employees volunteer for the reassignment, the most senior qualified Employee shall be reassigned. At the end of the reassignment, the Employee shall return to their former position.

E39. All other economic proposals, including wages will be made at a later date.