

OPEIU Local 12 reserves the right to add, remove or modify any proposals during the course of bargaining.

Union Proposal 1

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. [If an employee misses their break time, they shall notify the supervisor to make up the time in the same day. If the make-up time is still not available, the employee shall have the choice of moving the break time missed to their vacation balance.](#)

[The parties agree to acknowledge and follow the MN Statute 181.939 that provides lawful guidelines for employees who need to express milk during work time.](#)

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Union Proposal 2

3.13 Distribution of Temporary Additional Hours/Overtime.

Distribution of temporary additional hours shall be as follows:

1. The work shall first be offered **with the \$6.25 critical staffing needs pay differential** 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 **with the \$6.25 critical staffing needs pay differential** 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 **with the \$6.25 critical staffing needs pay differential** 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 **with the \$6.25 critical staffing needs pay differential** 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.

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Union proposal 3

3.14 Reporting Pay. An Employee who is called into work when not previously scheduled to do so, **who is asked to stay late, or for whom leadership cancels their shift**, shall receive a minimum of ~~two (2)~~ **four (4)** hours of pay at the applicable rate.

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Union Proposal 4

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.~~ In cases of emergency, the supervisor will ask for volunteers to stay, but no member will be forced to cover.

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Union Proposal 5

****skipped today; errors on page****

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Union Proposal 6

Move language from November 18, 2014 LOU (pg 141) to vacation and PH requests:

“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.”

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Union Proposal 7

8.01 Employees shall be eligible to accrue and use sick leave immediately upon employment. All sick leave accrued shall be treated in all respects as Earned Sick and Safe Leave pursuant to Minn. Stat. 181.9445 *et seq.*

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Union Proposal 8

8.12 Doctor Time. Employees in a Benefit Status of plus fifteen (+15) 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.

Union Proposal 12

8.13 Travel Time: Time off for appointments shall include travel time to and from appointment as applicable.

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Union Proposal 9

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 and ESST shall not be included in determining the Employee's eligibility for the attendance incentive. The incentive payment shall be one thousand dollars ~~one-half (.5) day of pay based upon the Employee's FTE.~~

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Union Proposal 10

8.15 Call In Procedure The Employee shall notify their designated leadership person at least forty-five minutes prior to the start of their shift or as soon as practicable.

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Union Proposal 11

8.14 Sick Leave Pay Out Forfeiture. Any sick leave an Employee has accrued that has not been used will be paid out to the Employee upon termination or resignation. ~~forfeited at the time of termination.~~

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Union Proposal 12

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
Juneteenth	Personal Holidays
July Fourth	(See Section 9.08)
Labor Day	
*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.

Employees shall be entitled to at least \$100 Holiday Bonus paid on first paycheck of December every year.

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Union Proposal 13

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)~~ **twenty-two and a half (22.5)** hours of personal holiday with pay upon employment and an additional ~~seventeen (17)~~ **twenty-two and a half (22.5)** hours of personal holiday after six (6) months of employment and thereafter ~~thirty-four (34)~~ **forty-five hours (45)** 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. **Unused Personal Holiday hours will be paid out at the end of the benefit period.**

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.~~

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Union Proposal 14

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/berereavement 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 [as defined in the MN Safe and Sick Time Law](#):

- ~~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~~
 - [\(1\) an employee's:](#)
 - [\(i\) child, foster child, adult child, legal ward, child for whom the employee is legal guardian, or child to whom the employee stands or stood in loco parentis;](#)
 - [\(ii\) spouse or registered domestic partner;](#)
 - [\(iii\) sibling, stepsibling, or foster sibling;](#)

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- [\(iv\) biological, adoptive, or foster parent, stepparent, or a person who stood in loco parentis when the employee was a minor child;](#)
- [\(v\) grandchild, foster grandchild, or stepgrandchild;](#)
- [\(vi\) grandparent or stepgrandparent;](#)
- [\(vii\) a child of a sibling of the employee;](#)
- [\(viii\) a sibling of the parents of the employee; or](#)
- [\(ix\) a child-in-law or sibling-in-law;](#)
- [\(2\) any of the family members listed in clause \(1\) of a spouse or registered domestic partner;](#)
- [\(3\) any other individual related by blood or whose close association with the employee is the equivalent of a family relationship; and](#)
- [\(4\) up to one individual annually designated by the employee.](#)

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.

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Union Proposal 15

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.

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Union Proposal 16

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. [The Employer shall start an early retirement medical package paid by the Employer until the Employee is Medicare Eligible. The package shall be decided on and in full effect for January 2026 by the Retirement Task force as outlined in Article 15.04.](#)

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Union Proposal 17

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.

- Employees accrued max of 75 hours per pay period up until Dec 1, 2021.
- Employees accrued max of 80 hours per pay period between Dec 1, 2021-November 30, 2024
- Employees can accrue seniority for all hours worked including overtime as of December 1, 2024.

~~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.

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Union Proposal 18

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.~~

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Union Proposal 19

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.
- **A recalled Employee bids on and awarded a position.**
- 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.

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Union Proposal 20

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)~~ one dollar and fifty cents (\$1.50) per hour, whichever is higher, for the fill-in period, provided the Employee performs the major duties of the higher rated job.

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)~~ one dollar and fifty cents (\$1.50) per hour, whichever is higher, for the fill-in period, provided the Employee performs the major duties of the higher rated job.

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Union Proposal 21

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.

Completed Years of Service	Payment Amount Per Year
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

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Union Proposal 22

21.03 Conditions:

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Union Proposal 23

~~**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.~~

As a condition of employment, a Temporary Employee shall, after ninety-one (91) days of employment, become members of the Union.

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Union Proposal 24

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~~ two calendar weeks), then discharge. However, the same level of discipline may be issued more than once before progressing to the next level of discipline for a related offense. Serious offenses may require a higher level of discipline as an initial action.

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Union Proposal 25

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.

When hiring supervisors request a personnel file from Human Resources, only the permissible portion of the file shall be sent to supervisor. This shall not include private information or expired disciplines.

25.04a Position Statement: 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.

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Union Proposal 26

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~~ **three** dollars and fifty cents (~~\$1.50~~**3.50**) over and above the basic hourly wage for all hours worked.

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Union Proposal 27

27.07 Critical Staffing Pay: If the provisions of Article 3.13 did not produce enough staffing, the employee(s) shall be offered critical staffing pay of \$6.25 per hour. This payment shall be paid in addition to any existing differential, overtime, premium pay, or payment required by the Collective Bargaining Agreement. The Employee(s) shall have as much notice as practical for the above offering and/or assignment of additional hours, including overtime assignments.

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Union Proposal 28

27.16 Interpreter Differential Employees who can speak 2 or more languages shall be paid a differential of two dollars (\$2.00) per hour differential for the ability of translating for patients/members during the course of their work.

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Union Proposal 29

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~~ ~~fifty~~ dollars (~~\$125.00-150.00~~) 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~~ ~~seventy-one~~ dollars (~~\$46.00-71.00~~) 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~~ ~~fifty~~ dollars (~~\$125.00-150.00~~) 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.

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Union Proposal 30

34.01 Remote Work

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~~ **two (2) hours** shall be paid by the Employer to resolve the issue. If the issue is not resolved **by the next work day** ~~within an hour, the Employee and Supervisor will determine whether the Employee will return to work on-site,~~ **the Employee shall use** Personal Holiday, Vacation time, or unpaid time **for the downtime or choose to return to the onsite location.** ~~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.~~

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34.03 Union Proposal 31

Technology Stipend Employees who work from home shall receive a technology stipend of no less than fifty dollars (\$50) per month to cover any technology usage an Employee may need to perform their job that the Employer does not provide in the provisions outlined in Article 34.01.

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Union Proposal 32

35.04 Severe Weather. Severe weather shall be judged by the designated management individual who may be a Human Resource Employee or above 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.~~

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Union Proposal 33

Add guiding principles of creating production standards to the contract. Article 39. (Current article will be struck and moved to Article 1)