

ABSENCE FOR UNON ACTIVITIES

Section 1: A representative of the union and the Grievant shall be allowed time off with pay to discuss a grievance with management in Step 2 and/or Step 3 of the grievance procedure.

Section 2: Representatives of the Local Union shall submit a request for time off for the purpose of attending Union conventions, regional meetings, or other similar Union organized functions. This request shall be made to the Employee and Labor Relations Department. Approval of such request will not be unreasonably withheld, and the Employer and the Union shall adhere to a good faith standard of "undue burden" when requests for leave are denied. Such unpaid time off from work shall be treated as if the employee had worked those hours taken off with the exception of computing overtime.

Summary: This allows Stewards to attend grievance meetings to represent their co-workers and to attend trainings to keep up their skills as a Steward.

ATTENDANCE

The parties to this agreement recognized that reliable attendance is an essential element of a productive work place and contributes positively to the relationship between co-workers and the financial wellbeing of the institution. The parties also recognize that excessive absenteeism imposes a hardship on the majority of the workforce. Therefore, the following program is incorporated into this agreement for the benefit of the great majority of employees and the institution in an effort to control excessive absenteeism.

Attendance records will be maintained on each employee by the appropriate supervisor and periodically reviewed with the employee during the performance appraisal process when excessive absenteeism becomes evident. The parties recognize that use of PTO to cover lost time for illness or injury is a benefit accorded those employees who are actually sick or injured such that they cannot perform their duties, provided they have provided sufficient notice (minimum two hours) to their Manager or Supervisor. If it can be demonstrated that an employee used PTO time without providing notice the employee may be subject to discipline. Employees whose unexcused absences are excessive will be subject to discipline.

Due to the hardship of unexcused absences, any employee who is absent without the benefit of PTO may be subject to disciplinary action, disciplinary action will be taken in accordance with **Article X**.

An employee's absence of two consecutive scheduled days without giving the notice required by this article is considered job abandonment and a voluntary resignation from employment. If the employee can thereafter furnish the Manager or Supervisor with reasonable proof that such employee could not report for work or could not notify management of their absence because of illness or unforeseen emergency or other similar justifiable reasons, then such employee shall be reinstated without any break in service.

DEFINITIONS

- a. Full Time: Employees regularly scheduled 80 hours per pay period.
- b. Part Time: Employees regularly scheduled less than 80 hours per pay period.
- c. Casual: Employees not regularly scheduled for work and who works on an as needed basis. No casual employee shall be allowed to work so long as any regular full time or part time employee in the same department and job classification who is willing to work is laid off or working involuntarily reduced hours. Employees scheduled a maximum of 90 or less workdays a year.
- d. Temporary: Employees outside the scope of this labor agreement. This employee is hired to substitute for a specific absent employee when the absent employee's position cannot be filled under the Temporary Vacancy Language or an employee is hired to work on a project of limited duration. A temporary position shall have a definite ending date but shall not exceed 90 days. The Employer will make a list of temporary employees, including position title, agency name, start date, estimated end date, reason for hire, and agency hourly bill rate, available to the Union upon request not more than four (4) times per year.
- e. Student Employee: Employees outside the scope of this labor agreement. Employees must be currently enrolled in high school or high school program resulting in a high school diploma or equivalent degree. These positions are available to students between the age of 16 and concluding with August 31, of the graduating year.
- f. VTO: Voluntary Time Off (VTO) is defined as non-paid time off initiated by either the Employee or the Employer and approved by the Employer. VTO hours accrue benefits but do not count toward the computation of overtime.
- g. MTO-Mandatory Time Off (MTO) is defined as non-paid time off assigned to an Employee by the Employer. MTO hours do accrue benefits but do not count toward the computation of overtime.

Summary: Explains the classification of employees and protection to keep bargaining unit employees working and not replaced by Casual or Temporary Employees.

DISCIPLINE AND TERMINATION OF EMPLOYMENT

Section 1: Upon completion of the probationary period, employees shall be disciplined, or discharged only for just cause. When an employee is to be disciplined or discharged the employee shall be talked to in private, with the steward of their choice if available; if that person is not available, then another steward may attend.

Section 2: Any discipline including a verbal warning shall be documented in writing with copies furnished to the Union, Employee and Labor Relations, and the employee personnel file.

Section 3: It is mutually understood and agreed that the concept of progressive discipline shall be recognized in implanting and administering disciplinary procedures. It is further understood that potentially serious violations of policy or work rules may dictate discipline outside the normal progression.

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

The normal progression shall be as follows:

1. Verbal Warning- shall be documented by date in the employee's personnel file with a notice to the Union and Employee and Labor Relations.
2. Written Warning- shall be documented by date in the employee's personnel file with a notice to the Union and Employee and Labor Relations.
3. Final Written Warning- shall be documented by date in the employee's personnel file with a notice to the Union and Employee and Labor Relations.
4. Discharge- shall be documented by date in the employee's personnel file with a notice to the Union and Employee and Labor Relations.

Section 4: Any employee who has been discharged and which discharge is later found to be without just cause, if such determination is made, as provided herein, shall be reinstated and paid for time lost, including overtime which such employee would have worked.

Section 5: The following non-inclusive list of examples of employee misconduct is not subject to progressive discipline and may warrant more severe disciplinary action including discharge:

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

Section 6: By signing the Corrective Action Plan (CAP), the Employee is only acknowledging that they received a copy of this notice. The following shall be included on the Corrective Action Plan below the signature line: "My signature only acknowledges receipt of this Corrective Action Plan."

Section 7: Both parties agree on the importance of identifying when a bargaining unit member waives or permits the presence of a Union Steward at the CAP meeting. On those occasions when the employee declines their right to Union representation, that choice will be indicated on the Union Steward Waiver Form, or written on the bottom of the Corrective Action Plan document. When the employee has a representative of the Union at their CAP meeting the name of the Union Steward will be written on the bottom of the CAP when sent to the Union along with the signed CAP.

Summary: Puts a process in place under which employees can be disciplined using fair measurable standards and not just at a whim. Assures that disciplines take place in private and not in front of co-workers and with a Steward present if wanted.

DISCOUNTS

Section 1: Bargaining unit employees shall be entitled to discounts offered to all Essentia Health employees in accordance with the terms of such discounts.

DRUG AND ALCOHOL TESTING

Section 1: The Essentia Health Policies and Procedures for Drug and Alcohol Testing for Minnesota (Policy #EHA1035) effective May 8, 2014, shall apply to employees covered by this Agreement. A copy of the current policy in effect shall be made available to all employees.

Section 2: It is agreed the Policy #EHA1035 will be followed during the term of this Agreement until such time as a successor policy is adopted provided there is no significant change detrimental to employee rights in such successor policy.

EXTRA HOURS/OVERTIME DISTRIBUTION

Section 1: Employees desiring overtime extra hours shall indicate such, using their department's system. Overtime/extra hours within each department shall be offered on the following basis:

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

- Fourth, any additional overtime shall be offered to remaining employees, in order of seniority, available to work.
- If the overtime/extra hours cannot be filled under the paragraphs First through Fourth, the Employer may fill the hours by assigning to the most junior available employee on a rotation basis in reverse order of seniority.

Summary: Allows for a fair process for employees to receive overtime shifts or extra shifts while allowing cost savings for the Employer. This process means Management cannot just give overtime to their friends.

GRIEVANCE AND ARBITRATION

Section 1: Definition: A grievance is hereby defined as any claim by the Union or the Employer alleging a violation of a specific contract provision or adherence to the terms and provisions of this Agreement.

Section 2: Grievance Steps. The steps in the grievance procedure are as follows:

Step 1. The employee shall, within 10 days of the alleged occurrence giving rise to the grievance, informally discuss the grievance with the employee's immediate supervisor. The employee may choose to have a union steward present at this meeting. The Union Representative shall also have the right to directly discuss the grievance with an Employee & Labor Relations Specialist in an attempt to resolve the grievance.

Step 2. If the grievance is not resolved at Step 1, it shall be reduced to writing specifically listing the article(s) of the Agreement that were allegedly violated and presented to the Department Director/Site Director and the Employee & Labor Relations office within fifteen (15) calendar days from the date of occurrence. A grievance relating to pay shall be timely if received by the above named within fifteen (15) calendar days after the pay day for the pay period in which the grievance occurred. Within fifteen (15) calendar days following receipt of the grievance the parties shall meet in an attempt to resolve the grievance. The Employer shall respond to the grievance, in writing, within fifteen (15) calendar days of such meeting. A copy of the Employer's response shall be sent to the Union representative.

Step 3. If the grievance is not resolved at Step 2, it may be appealed to the Director of Employee & Labor Relations or designee within fifteen (15) calendar days from the date of receipt of the Employer's response following the Step 2 grievance meeting. Within fifteen (15) calendar days following receipt of the grievance by the above named, the Director of Employee & Labor Relations or designee and the Union Representative shall meet in an attempt to resolve the grievance. The Employer shall respond to the grievance, in writing, within fifteen (15) calendar days of such meeting.

Section 3: Demand for Arbitration. If the grievance is not resolved at Step 3, the grievance party may refer the matter to arbitration. A demand for arbitration shall be in writing, and must be received by the Chief Human Resources Officer or designee within fifteen (15) calendar days of the receipt of the Employer's response following the Step 3 grievance meeting.

Section 4: Selection of the Arbitrator. A representative of the Employer and the Union shall attempt to agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement on a neutral arbitrator is reached, the arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted to the parties by the Federal Mediation and Conciliation Service. The parties shall alternatively strike names from the list with the party proceeding first to be determined by a coin toss. The last remaining name on the list shall be the neutral arbitrator.

Section 5: Authority of the Arbitrator. The Authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of the Agreement and the arbitrator shall have no authority to add to, subtract from, or modify in any way the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the grievance and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The award of the arbitrator shall be final and binding upon the Union, the Employer and individual employee filing the grievance.

Section 6: Fees and Expenses of the Arbitrator. The fees and expenses of the neutral arbitrator shall be borne equally by the Union and the Employer.

Section 7: Time Limits. The time limitations set forth herein relating to the time for filing a grievance and the demand for arbitration shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently waived and the grievance shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement.

Section 8: FMCS Mediation. By mutual agreement the parties may petition the Federal Mediation and Conciliation Service for non-binding mediation of the grievance. This may be done any time after the written Step 2 response up until the day of arbitration.

Section 9: Expedited Arbitration. By mutual agreement of the parties, Expedited Arbitration can be employed to resolve a grievance. The agreement to proceed to Expedited Arbitration shall contain the following principles at a minimum:

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

4. The cost of the Expedited Arbitration shall be borne equally by the Employer and the Union.
5. Time limits for pursuit of a grievance through the Expedited Arbitration process shall be mutually agreeable.

Summary: This allows the Union and employees to challenge disciplines or violations of the contract, policies, or laws holding the Employer accountable while giving the employees a voice in which to challenge violations.

HEALTH AND SAFETY

Section 1: The Employer agrees to provide a safe and healthful workplace and will comply with all local, state, and federal laws, statutes and regulations regarding occupational and environmental health and safety. Further, the employer shall endeavor to enforce a violence and hostile free work environment.

Section 2: The Employer and the Union shall establish a joint Health and Safety Committee. No more than 3 employee representatives shall be on the committee. The number of members on the Committee representing the Employer shall not exceed the number of employee representative. The Committee shall meet annually, or on an as-needed basis not to exceed four (4) times per contract year, during regular work hours. Employees shall be paid for the time spent attending the meeting up to a maximum of two (2) hours per meeting.

HEALTH PROGRAMS

Section 1: Essentia Health shall adhere to appropriate guidelines it requires, at no cost to the employee.

Summary: If Essentia requires immunizations such as a Flu shot or Hepatitis B shot the employee does not have to pay for them.

JOB DESCRIPTIONS

Section 1: The Employer shall notify the Union of changes to the duties in any job or the creation of the new job. The Employer shall assign the level of pay to the changed or new job and notify the Union of such. If the Union disagrees with the proposed pay level, the Union may file a grievance into Step 3 of the grievance procedure contesting the proposed rate. If the Employer changes the qualifications of a job, incumbent employees shall be grandfathered in under the qualifications in place when they started the job. Employees shall be given reasonable time to obtain the new qualifications.

Section 2: Each employee shall receive a copy of their job description for review at the time of their performance evaluation.

Summary: If Essentia changes your job description in which there are new requirements to be met or if a new job is created if we do not agree with the pay for the job we can challenge the pay through the grievance process.

LEAVE OF ABSENCE

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

Section 2: Employees are required to use available paid time off (PTO) for the duration of any approved full or intermittent Family Medical Leave (FMLA), subject to applicable State and Federal Law, but may retain a balance of eighty (80) hours of paid time off. Employees will be required to use available paid time off (PTO), in accordance with State FMLA, until exhausted for the duration of any approved intermittent Family Medical Leave (FMLA).

Section 3: Any employee who uses up his or her leave under the FMLA shall be granted up to an additional twelve weeks of leave if needed. This extension is contingent upon Physician verified medical necessity and does not apply to "Intermittent FMLA". Employees would have to pay for their own insurance coverage during this extended leave. The employee's seniority shall continue to accrue during this extended leave and the employee may return to his or her former position if vacant or a substantially equivalent position if one is available.

Employees with at least twelve (12) months continuous service with the Employer, elected or appointed to a position with the International Union or Local Union, shall be granted a leave of absence for the purpose of accepting such position. Seniority shall accrue during such leave for a period of three (3) years.

Section 4: An employee shall give the Employer 14 days' notice prior to taking a leave for a position with the International Union or Local Union and 14 days' notice prior to returning from such leave. An employee returning to work during or at the end of such leave shall be returned to the same job classification they had prior to going on such leave. If the job classification no longer exists, the employee shall be placed in an equivalent position. No more than one bargaining unit employee at a time may be absent due to this leave.

Section 5: All employees returning from this leave will be required to meet current qualifications and competencies of either their past position or any new position that they may assume. This paragraph is to ensure that returning employees will be required to maintain various certifications.

Section 6: Unpaid Leave Days (ULD). Full time employees may request a day off without pay with a maximum of three (3) days consisting of eight (8) hours each per calendar year. The ULD must be used separately and may not be consecutive to any paid time off. The ULD does not count toward any PTO accrual. ULD cannot be carried over from year to year. ULD may be requested prior to or after the schedule is posted with a five-day advance notification, and the employee is required to find their replacement for the assigned shift. The ULD day may not result in overtime for replacement employee. Management may deny the request to preserve the right to ensure adequate coverage.

LOW NEED

Section 1: Where the need for reduced staffing occurs on a day-to-day basis, or is of a predictable nature, the Employer shall reduce by assigning the low need day off in the following manner:

- 1) Employees who are on an overtime status shall be released.
- 2) Students (not to include students in educational rotations who are not replacing regular FTE), casual employees or temporary employees shall be released.
- 3) The Employer shall seek volunteers starting the most senior employee within the affected department by job classification who is working an extra shift.
- 4) If there are no volunteers from among those working extra shifts, the Employer shall seek volunteers starting with the most senior employee within the affected department by job classification.
- 5) Volunteers shall agree to full shift increments or those hours remaining to be considered a full S
- 6) If there are no volunteers, any employee working an extra shift will be released from work and, if necessary, the low need day will be assigned in reverse order by seniority within the affected department and job classification. If the low need day occurs after the schedule is posted, the employee who either volunteers to take off or is assigned to take the day off may use PTO time up to their authorized FTE or take the day off as VTO or "Mandatory Time Off" MTO (if the employee is assigned).
- 7) No employee shall have an assigned low need day more than two (2) times in a calendar quarter. Low need days for which no employee volunteers shall be assigned on a rotating basis, in reverse order of seniority.

Section 2: Alternative Work Assignments. The Employer may rather than reduce hours or layoff, assign employees to work that they are qualified to perform in other departments in reverse order of seniority, keeping the employee at their regular rate of pay, unless assigned to a higher paying job. The Employer may offer a temporary FTE reduction or a low need administrative leave of absence prior to effecting an hours reduction or layoff. Any employee who takes a low need administrative leave of absence shall be able to take such leave as VTO as in stated Low Need.

Summary: If there is a lack of work and employees need to be sent home or should not report to work there is a process for volunteering to go home or assigning employees to go home. There is also a limit to the number of times an employee can be sent home. Rather than sending an employee home Essentia can assign them other work to do if the employee is able to perform the work.

MALPRACTICE LIABILITY

Section 1: The Employer shall continue to provide malpractice liability insurance retained by the Employer for all bargaining unit employees.

NON-DISCRIMINATION

Section 1: Both parties to this Agreement recognize Essentia Health Moose Lake is an EEO/AA Employer and agree not to discriminate against or harass an employee because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, status with regard to public assistance, activities in a local commission or dealing with discrimination issues, disable veterans, veterans of the Vietnam era, or any other protected category as defined by statute.

Section 2: Further, there shall be no discrimination based on membership or participation in the affairs of the Union.

PROBATIONARY PERIOD

Section 1: Upon commencement of employment, all employees shall serve a probationary period of five hundred twenty (520) hours worked. The Employer may extend this probationary period for an additional one hundred seventy-five (175) hours worked upon mutual written agreement between the Employer and the Union. It is understood that this written agreement will include the reasons justifying the extension of the probationary period. Employees shall have no seniority rights during the probationary period, nor shall employees have the right to bid on another position during the probationary period. Upon completion of the probationary period, the employee will be credited with seniority from their starting date. Probationary employees may be discharged at the sole discretion of the Employer and without the right of appeal.

RECOGNITION AND SCOPE OF THE AGREEMENT

UFCW counter Proposal

15 October 2020

Section 1: The Employer Recognizes the Union as the exclusive bargaining agency for all of the employees in the certified unit of Essentia Health Moose Lake, Minnesota. **The bargaining unit is defined as: Environmental Services Technicians, Nursing Assistants, Nutrition Services Assistants, Cooks, Laundry Workers, Sterile Processing Technician IIs, and Rehabilitation Services Aides employed by the Employer at its hospital located at 4572 County Road 61, Moose Lake, MN; excluding student employees, temporary employees, RNs, LPNs, technical employees, office clerical employees, business office clerical employees, skilled maintenance employees, managerial employees, professional employees, guard and supervisors as defined in the National Labor Relations Act, and all other employees.**

A change in the job titles will not exclude employees from being in the bargaining unit.

Section 2: This Agreement incorporates the entire understanding of the parties and supersedes any existing agreements.

Summary: States that you are represented by UFCW and what job classification are represented by the Union.

REDUCTION OF HOURS/LAYOFF

Section 1: In the event of an ongoing reduction of hours or a layoff, the Employer shall eliminate students (not to include students in educational rotations who are not replacing regular FTE), casual employees and temporary employees first, then the Employer shall seek volunteers to accomplish the necessary reductions or layoff. The process shall be based upon seniority by asking the most senior employees first. The Employer will advise the Union as soon as possible in advance of any reductions and upon request of the Union, the parties shall meet to discuss the implementation or effect of any actual or proposed reductions or layoffs.

Section 2: If no employee volunteers to take a layoff, the Employer shall layoff starting with the least senior employee within the affected job classification, using total seniority. This employee shall have the option to bump into other jobs for which they are qualified within the job classifications covered by this Agreement. The Employer shall determine whether an employee is qualified for a position based on such employee having appropriate licensure, meeting the minimum qualifications of the job description, having the current ability to perform the essential functions of the position, and having the ability to do so independently within a two-week period.

Section 3: The Employer agrees that any employee volunteering for a reduction under the above paragraph and should such employee make application for "unemployment" under the statutes of the appropriate legislative body, the Employer will not contest such claim for benefits based upon having volunteered for this reduction.

Section 4: Recall of employees shall be in order of seniority. Recall is afforded to all employees whether voluntarily or involuntarily laid off. Employees on layoff status will be accorded preferential hiring policies for those positions for which they may be qualified.

Section 5: Bargaining unit employees recalled and returning to benefit-eligible positions or benefit – eligible FTE status shall become eligible for coverage under the Employer Health Plan on the first day of the month following the date of return and shall not be subject to the waiting period otherwise required for such coverage.

Summary: If Essentia is going to reduce an employee's hours or lay the employee off there is a process that needs to be followed and the employee shall have the right to get their hours or job back within 12 months if there is a need for the person and Essentia is not allowed to hire someone from outside if you want the job back within the 12 month period.

SAVING CLAUSE

Section 1: In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of a court of competent jurisdiction, such invalidation shall apply only to those portions so invalidated, and all remaining portions of this Agreement not invalidated shall remain in full force and effect. In the event any provision or provisions are declared to be in conflict with a law, both parties shall meet promptly for the purpose renegotiating the provisions so invalidated.

Summary: If the law changes and makes that would make an article of the contract illegal Essentia and the Union would negotiate over the article that is now illegal.

Seniority

Section 1: Total seniority is defined as the length of an employee's continuous employment with the Employer, measured from the most recent date of hire, including any predecessor employer.

Section 2: An employee's total seniority shall accumulate continuously from the most recent date of hire until terminated by any of the reasons enumerated in Section 3. When two or more people are hired on the same date, their seniority shall be determined by the flip of a coin.

Section 3: Seniority shall be terminated:

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

Section 4: There will be single seniority list comprised of all full time and part time employees. Within thirty (30) calendar days following the execution of this Agreement the Employer shall prepare and post the seniority list(s) in each department and on the bulletin board established for employee informational purposes for the employees covered by this Agreement. Such list(s) shall be updated every other month. The Employer agrees to furnish the Union a monthly list to include new hires, termination and employees on leave of absence.

Section 5: Employees may, within ten (10) days after posting of such list, file with the Employer any objection to the seniority rating of any employee on the list. If the Employer agrees that an error has been made, then it shall be immediately corrected. If the employee, the Union and the Employer cannot agree as to whether an error has been made or not, then the dispute shall constitute proper subject for grievance and shall be handled under the grievance section of this Agreement. If no objection is filed to the list as posted, then twenty (20) days after posting such list shall be considered final and binding as posted and there shall be no change in such list except for new employees whose names are placed on subsequent seniority lists, except as to employees whose seniority is broken as hereinafter provided and whose names are therefore removed from the list.

Summary: Defines an employee's seniority date and a way in which you can challenge the date if you believe it to be incorrect.

Section 1: In determining whether work should be contracted or accomplished by the bargaining unit, the guiding principle is that work capable of being performed by bargaining unit employees shall be performed by bargaining unit employees.

The parties recognize that the Employer has a need to change business practices from time to time in order to respond to the health care business environment.

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

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

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

Summary: Work that can be done by the employees within this contract should be done by those in this contract. Essentia should not be able to farm the work out to another organization unless there are specific circumstances that would allow for it.

SUCCESSORSHIP AND ASSIGNS

Section 1: The UFCW will be notified in writing by the Employer at least thirty (30) days prior to any consolidation, merger, sale, partnership, and/or similar legal agreement (a "transaction"). The Employer agrees that, as a condition of transaction, the Employer will attempt to obtain a commitment from the other party or parties to the Transaction that the entity resulting from the Transaction will recognized the United Food and Commercial Workers as the representative of the covered employees and will meet with representatives of the UFCW to negotiate regarding the effect of the Transaction on the covered employees.

Summary: If Essentia decides to sell the hospital they will try to get the new purchaser to recognize that you are represented by the Union and will negotiate with the Union.

TECHNOLOGICAL CHANGE

Section 1: In the event technological changes are introduced, the Employer agrees to discuss changes with the Union thirty (30) days before such changes are made if a permanent reduction in hours or a lay off will result from such changes.

Section 2: Further, if as a result of such changes new positions are created within the bargaining unit, preference in filling such positions shall be given to members of the bargaining unit. The Employer shall first offer such positions to employees who will experience a loss of position as a result of the technological change ("Affected Employees"), prior to posting according to Article X, Vacancies. Affected Employees shall be provided reasonable opportunity for training in order to qualify for the new or changed job resulting from the technological changes.

TEMPORARY VACANCIES

Section 1: A vacancy in a bargaining unit position created by an employee being off on PTO, Medical Leave, or a leave of absence shall be referred to as a temporary vacancy. If the Employer desires to fill the temporary vacancy the position shall be offered by seniority to qualified employees within the same job title and department who are less than full time and desire more hours before bringing in a temporary person.

Section 2: At such time as the employee on PTO, medical leave, or leave of absence returns to work, the employee who was temporarily working above their regular FTE (up to 1.0 FTE) shall return to their original position and FTE.

Summary: If an employee is to be out of work for a specified reason other employees can pick up those hours on a temporary basis.

TIME OFF FOR MEDICAL APPOINTMENTS

Section 1: Employees who sustain a work-related injury or illness and who are actively working and have to leave work to seek follow up medical treatment (as prescribed by a health care provider as a medical necessity) for such work related injury or illness shall be paid for time lost from work as long as Workers' Compensation does not pay for the lost time. Employees shall first try to schedule any additional appointments on their off time and attempt to schedule each successive visit on their time off. Voluntary one on one counseling sessions shall be scheduled on an employee's regular time off or if this is not possible, an employee may use PTO. Telephonic counseling covered under the Employee Assistance Program (EAP) of the Essentia Health health plan will not be covered under the paid time provisions of this paragraph.

UNION SECURITY AND DUES DEDUCTION

Section 1: All bargaining unit employees, as a condition of employment, shall become full members in good standing of the Union or alternately pay that portion of the dues, initiation fees and/or assessments that are used for the Union's representational functions. Full members in good standing

are designated as those members who pay their full monthly dues and are entitled to full participation in all Union activities. All bargaining unit employees shall join the union within thirty (30) days after hire.

Casual employees are dues paying Union members as long as they work more than eight (8) hours in a two-week period (if less than 8, no dues).

Section 2: The Employer agrees to deduct Union membership dues/service fees from the earnings of any Employee who has executed the authorization form. Deductions for dues/service fees shall be in the total amount certified as correct from time to time by the Union and shall be made, continued and terminated in accordance with the terms of said authorization form. Withheld amounts will be forwarded to the designated Union office bi-weekly, together with a record of the amount and those from whom deductions have been made.

Section 3: The Union shall furnish the Employer with Union authorization forms and a copy of the collective bargaining agreement. The Employer shall present such packet to new hires on their first day of employment and request the employees to fill out the authorization form and submit it to the Payroll Department.

Section 4: The Union shall indemnify the Employer and hold it harmless from any and all its claims, demands, and liabilities that shall arise out of or by reason of any action taken by the Employer for the purpose of complying with the foregoing provisions of this Section, or in reliance on any lists, notice or authorization that shall have been furnished the Employer under an of such provisions. The Employer agrees to furnish to the Union a list of the names and addresses of all employees employed by the Employer who are covered by this Agreement, within thirty (30) days of the effective date of this Agreement. Thereafter, the Employer agrees to furnish the Union a monthly list of new hires, terminations and employees on leave of absence.

The Union shall furnish to the Employer a complete list of stewards upon the Employer's request but no more than four (4) times per year.

Section 5: A representative of the union will be allowed to have a twenty (20) minute session with newly hired employees or employees that become FTE employee immediately following ay new hire orientation; when this is not possible, the representative of the union will be allowed to schedule a visit when the new hire, new FTE (or rehire) is on the schedule if they have not yet met with a union representative.

Section 6: A representative of the union, who is not an employee, shall be permitted to enter the various buildings that comprise Essentia Health Moose Lake. This shall apply during the regular business hours in order to conduct normal union/labor relations business. Attempts will be made by the representative of the union to ensure that these visits cause not more than minimal disruption of the Employer's business.

Summary: This is the process for employees joining the Union, and allows us to meet with employees upon hire into a union position to introduce ourselves and explain the contract.

VACANCIES

Section 1: Prior to and instead of posting a vacancy, the Employer may, at its discretion, offer employees within the job classification and department where the vacancy would otherwise occur an opportunity to increase or decrease their FTE to meet FTE levels as specified by the Employer, so long as the current FTE total in that classification and department does not change. This option, if offered, will be open to all employees within the job classification and department and awarded based on seniority among those expressing interest. If no employees volunteer to adjust their authorized FTE, and the Employer elects to fill the vacancy, the vacancy shall then be posted as per Article X Vacancies.

Section 2: If the Employer, in its sole discretion, determines that a vacancy exists or a new position is created in this bargaining unit, the Employer shall separately post notice at the Hospital for seven (7) calendar days. Applicants from within this bargaining unit will have preference over other applicants. Applicants who met the initial seven (7) day posting period will be considered in the following order:

- 1) Applicants from within this bargaining unit
- 2) UFCW MDMC, UFCW Lakewalk/Proctor/Two Harbors/Silver Bay
- 3) All other applicants

Section 3: Reasonable job qualifications and competencies shall be made by the Employer in its sole discretion; such determination shall not be subject to the grievance and arbitration procedure of this Agreement. Applicants interested in applying for posted positions must submit online a completed application form within the seven (7) day posting period. If an applicant considers the Employer to have made the determination of whether the applicant meets the qualifications in an unjust manner, such applicant may file a grievance under the procedures established in this contract. Qualifications and competencies for vacant positions will be no different for all other employees in that classification and applied consistently.

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

- 1) Qualifications.
- 2) Ability to perform the essential functions of the position.
- 3) Total seniority.

Section 4: Only where factors 1 and 2 are relatively equal shall factor 3 be the determining factor. Nothing in this section shall require the Employer to place an unqualified employee in any position.

Section 5: The first thirty (30) calendar days in a new classification or department shall be considered a trial period, during which time the employee may opt back to their former position. Likewise, if the Employer has justifiable reason why the employee is not performing to standard, and after prior notification to the employee that the work is sub-standard; the Employer may then require the employee to return to their former position.

Section 6: A copy of each vacancy posting in this bargaining unit shall be submitted to the Local Union. Both parties agree that once the Employer determines an employee is qualified for the vacant position, the interview process may be used to determine the extent of the employee's qualifications for, and ability to perform the essential functions of, the position. External candidates shall not be interviewed for the vacant position when there are qualified internal applicants to consider.

Summary: The process for how job opening will be filled using internal employees first if possible before hiring outside candidates.

WAIVER

Section 1: Any local working condition practice that exists and is not specifically changed by the Collective Bargaining Agreement cannot be eliminated unless the Employer can demonstrate that the basis for such practice being in existence has changed or the parties mutually agree to eliminate the practice.

WORK HOURS AND OVERTIME

Section 1: The basic work period shall be eighty (80) hours to be worked during a period of two (2) weeks (fourteen (14) consecutive days), during the defined pay period. The regular workday will be eight (8) hours. If an employee is required to work in excess of eight (8) hours in one day or in excess of eighty (80) hours in the pay period, the employee shall be paid at one and one-half (1-1/2) times their regular rate of pay for all time worked in excess of eighty (80) hours in the pay period or eight (8) hours in one day. Payment for those hours is not to be duplicated. Section 2: The general practice of scheduling work, with the exceptions for bona fide emergencies, will be as follows:

- a) The work schedule will be posted no later than fourteen (14) days in advance for a four (4) week period. Once the schedule is posted there shall be no changes made to the schedule unless by mutual agreement.
- b) The Employer shall not reduce or change hours from the posted schedule solely for the purpose of avoiding the payment of overtime.
- c) The Employer agrees to allow the switching of shifts if employees wish to do so, providing that they obtain supervisory approval, with the earliest practicable notice; provided further that it does not result in the payment of overtime and employees are qualified to perform the job duties.
- d) Employees shall be entitled to two (2) fifteen minute rest breaks during the shift. Employees shall be entitled to an unpaid lunch break of one-half (1/2) or one hour depending on the department. An employee may be permitted to combine the two (2) paid rest breaks, or to combine the paid rest breaks with the unpaid lunch break, with approval from the employee's supervisor.
- e) There shall be no split shifts scheduled.
- f) Employees will be scheduled at their authorized FTE. Exceptions to this practice are noted in the clause covering Low Need.

- g) Effective December 1, 1990, if possible, all full-time employees shall have every other weekend off; however, the management reserves the right to staff to ensure adequate coverage at all time.
- h) All employees with ten (10) years or more of full-time and part-time service shall be scheduled so as to provide every other weekend (Saturday and Sunday) off, consistent with the best operation of the Hospital and the continuance of patient service. (The change in this section, effective contract term 1989, is only for clarification of the practice of this provision and not to modify the past application.)
- i) Departments that regularly have adequate weekend staff will when possible adjust weekend staffing to accommodate FT and PT employees with 43,680 hours of longevity, by scheduling these employees one weekend every two (2) pay periods. It is understood that employee vacancies, illness, medical leave or FMLA, may make this accommodation not possible for periods of time.
- j) Departments that regularly have adequate weekend staff, will when possible adjust weekend staffing to accommodate full-time and part-time employees with 35 years of service (72,800 hours) by not scheduling these employees to work weekends (unless they choose to work a weekend). It is understood that employee vacancies, illness, medical leave for FMLA, may make this accommodation not possible for periods of time.
- k) As far as practicable, consistent with efficient operation of the Hospital, employee will be scheduled with two (2) consecutive days off and under normal circumstances shall not be required to work after having completed a shift without at least twelve (12) hours off.

Section 3: If any employee reports for work on their regular shift and is sent home for lack of work, or if an employee is asked to report, and is then sent home, the employee shall receive a minimum of four (4) hours of pay.

Section 4: An employee who suffers an on-the-job injury requiring immediate treatment by a physician will be paid for the hours the employee was scheduled to work that day if unable to return to work due to the injury, as verified by the treating physician.

Section 5: An employee's regular schedule shall reflect their official FTE. If an employee exceeds their authorized FTE for over a three-month period, the FTE may be adjusted. The Employer will consider, but not limited to, the following factors:

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

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

Section 6: No employee shall be scheduled to work more than five (5) consecutive days unless by mutual agreement.

Section 7: All employees will be allowed twelve (12) hours off between shifts, unless the employee volunteers to work a shift with less than twelve (12) hours off or by mutual agreement.

Section 8: Employees shall not be schedule more than two (2) different shifts during the week unless an employee volunteers to work such shifts.

Section 9: Mandatory department meetings, including those held during an employee's lunch break, shall be considered paid time.

Summary: Defines a work day, work week and pay period. The process for scheduling, rest breaks and increasing your FTE if you are consistently scheduled above your FTE.

UFCW Counter Proposal #2 to EH Moose Lake

October 15, 2020

LABOR-MANAGEMENT COMMITTEE

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

Meetings: The Labor-Management Committee will meet at agreed upon times, no more than every other month, and these meetings will follow an agenda, which will be distributed in advance of each meeting. There shall be equal numbers of participants for both management and the Union. A facilitator from the Federal Mediation and Conciliation Service may be utilized to ensure that these meetings proceed according to labor-management committee precepts.

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

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

BULLETIN BOARDS

Section 1: The Employer shall provide one bulletin board, where space and patient care needs reasonably permit, at each the hospital for posting Union information.

NO LOCKOUTS

There shall be no lockouts. The prohibition against lockouts shall be absolute.

Summary: Essentia cannot lock the doors and keep you from working.

Term of Agreement

Section 1: This agreement shall be effective (insert date here), and shall remain in full force and effect until its expiration date (insert date here).

Section 2: On or before ninety (90) days prior to the expiration date set forth above, either party hereto may notify the other party in writing of its desire to negotiate the terms and provisions of a successor agreement. Promptly following such notification, and during such ninety (90) day period, the parties hereto shall meet and engage in such negotiations.

Section 3: If neither party hereto gives notice to the other party of its desire to negotiate a successor agreement prior to the expiration of this Agreement, as provided, this Agreement shall automatically be renewed for successive one (1) year terms thereafter.

Summary: The length of the contract and when to notice the parties to begin the negotiation process.