

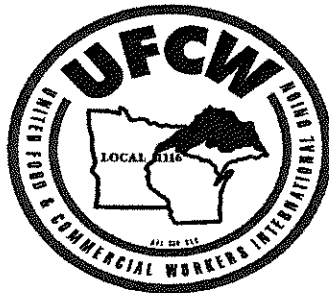
# Labor Agreement

Between

Lake View Clinic

&

United Food & Commercial Workers Union  
Local #1189



May 1<sup>st</sup>, 2013 through April 30<sup>th</sup>, 2016

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## **Agreement**

This agreement, made and entered into as of the 1<sup>st</sup> day of May, 2013, to be effective through the 30<sup>th</sup> of April, 2016, except as hereinafter provided, by and between Lake View Memorial Hospital on behalf of the employees of the Lake View Clinic, which is a department of Lake View Memorial Hospital, organized under the laws of the State of Minnesota, hereinafter referred to either as the "Employer," "Clinic," or "Hospital," and United Food and Commercial Workers Union, Local No. 1189, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union."

### **Article I Recognition**

- 1.1 The Union will be the exclusive bargaining agent for all regular full-time and all regular part-time Lake View Clinic employees, excluding unscheduled and temporary employees, the clinic administrator and the clinic manager and supervisors as defined by the Act.
- 1.2 This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. The Employer shall give the Union and the employees affected one (1) week (seven [7] days) notice of termination of employment where the Employer is terminating business or selling.
- 1.3 The Employer agrees that Union representatives have the right to visit work areas to conduct Union business, including, but not limited to, communicating with employees; determining whether the Employer is complying with this Agreement and all employment or labor laws; investigating workplace issues, disputes, grievances and arbitrations; and reviewing and copying policies, procedures, work rules, and other employment documents, including schedules, payroll records and personnel files; provided that such access does not unreasonably interfere with employee production. Union representatives are required to notify the Clinic Manager prior to visiting the work site for the purpose of conducting Union business.

### **Article II Union Security**

- 2.1 Conditions of Employment: It shall be a condition of employment that all employees of the Employer, covered by this Agreement who are members of the Union and in good standing on the date of execution of this Agreement, shall remain members in good standing, and those who are not members on the date of the execution of this Agreement shall, on or after the ninetieth (90<sup>th</sup>) calendar day for full-time, and for part-time employees, after five hundred twenty (520) hours worked or six (6) months of employment, whichever is less, following the

execution of this Agreement, become and remain members in good standing in the Union.

It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its date of execution, shall on the ninetieth (90<sup>th</sup>) calendar day for full-time employees, and for part-time employees, after five hundred twenty (520) hours worked or six (6) months of employment, whichever is less, following the beginning of such employment become and remain members in good standing in the Union.

- 2.2 Dues/Initiation Fees: The Employer agrees to deduct Union dues and Initiation Fees and/or Reinstatement Fees and uniform assessments from the wages of the employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall not be revocable for a period of more than one year or beyond the termination date of this agreement, whichever occurs sooner.
- 2.3 Dues Frequency: The deduction of the Union dues shall be made by the Employer from employee wages each pay period and will be transmitted monthly to the Union by the 15<sup>th</sup> of the following month. In the event no wages are due the employee, or if there are insufficient funds to cover the required deduction, the Employer will deduct whatever portion of the required amount that can be deducted. The Employer and the Union during the interim period of this contract shall by mutual agreement be authorized to alter or amend the functional procedures of this section only if necessary.
- 2.4 Membership Card/Dues Authorization: The Employer agrees, under the contract requirements of paragraph 2.1 and 2.2 above, to have a new employee complete a union membership card and dues authorization at the time of hiring. The Union agrees that should the Employer take an initial deduction prior to the completion of the employee's probationary period, such amount shall be promptly refunded by the Union to the employee.
- 2.5 Dues Exceptions for Temporary Employees: The provisions of this Article shall not apply to unscheduled employees or be binding upon any temporary person employed on a non-scheduled basis to fill in during the vacation periods for permanent employees or who are employed for short periods of ninety (90) calendar days or less.

### **Article III Definitions**

- 3.1 Full-Time Employee: A full-time employee is defined as an employee who has a designated FTE of 1.0. For example an employee who is regularly scheduled 40 hours in a work week, 80 hours in a pay period.

- 3.2 Part-Time Employee: A part-time employee is defined as an employee who has a designated FTE less than 1.0.
- 3.3 Casual Employee: A casual employee is defined as an employee who does not have a designated FTE and works on an intermittent as-needed basis. A casual employee is not assured of working any specific shift, schedule, number of hours or position and may refuse to work any given shifts, except those to which she/he agrees, and must work at least twenty-four (24) scheduled hours per month, if requested by the Employer. A casual employee who has not worked in six (6) months may be terminated. Casual employees are excluded from this collective bargaining unit.
- 3.4 Temporary Employee: A temporary employee is defined as an employee who is employed for temporary periods as necessary to meet patient needs generally for ninety (90) calendar days or less. Temporary employees are excluded from this collective bargaining unit.
- 3.5 Department: The whole clinic represents a department of Lake View Hospital.

#### **Article IV Seniority**

- 4.1 Total seniority is defined as the length of an employee's continuous employment with The Lake View Clinic. When two or more employees are hired on the same date, birthdays shall be used to determine seniority, first by month, then by date, then by year.
- 4.2 An employee's seniority shall be broken and terminated in the following situations:
- a) An employee is discharged for just cause.
  - b) An employee resigns, quits or retires.
  - c) An employee fails to report for work as scheduled after a leave of absence.
  - d) Employment by any other employer during a leave of absence.
  - e) Failing to report for work from layoff within one (1) calendar week upon the employee's receipt of notice of recall by registered mail.
  - f) An employee is laid off or has been off the job for a non-work related injury or illness for a period equaling the employee's length of service with the Employer not to exceed one-year.
- 4.3 Seniority on Leave Due to Illness: The seniority of any employee who is absent due to personal illness will not be broken or terminated due to such employee's absence; until such employee has been absent for a period of time equaling such employee's length of service with the Employer, not to exceed, however, one (1) year's total absence.

- 4.4 Seniority While on Work Comp Leave: The seniority of any employee who is absent due to a work related injury will not be broken due to such employee's absence.
- 4.5 Probationary Period: All full-time employees shall be probationary employees for the first 90 (ninety) days of employment. All part-time employees shall be probationary employees for the first five-hundred twenty (520) hours or six (6) months of employment, whichever is less. During such period, probationary employees may be discharged by the Employer without cause and without the same causing a breach of this Contract, or constituting a grievance hereunder. The Employer may extend this probationary period an additional thirty (30) days and will notify the Union of the extension, prior to the end of the probationary period.

## **Article V Hours of Work**

- 5.1 Normal Working Hours:
- a) Overtime will be paid at one and one half (1½) times the hourly rate after forty (40) hours of work in one week.
  - b) For the purpose of computing overtime; vacation, sick, and holiday hours, are not considered as hours worked.
  - c) Hours of operation are determined by the Employer.
- 5.2 Requirements for part-time employees: The Employer may require part-time employees to work at full-time according to seniority to meet the needs of the business. **The Employer will notify staff at least one week in advance of such change whenever possible. Filling of these shifts shall follow the same procedure as outlined in 6.2 "Extra Shifts and Hours".**
- 5.3 Mandatory Meetings: Employees attending mandatory Employer meetings on non-scheduled days will be paid a minimum of one (1) hour or the actual time spent at the meeting, whichever is greater.
- 5.4 FTE Creep:  
A casual or regularly scheduled part-time employee, who over a six (6) month period, works an average FTE level higher than that which the employee is designated, may upon the request of the employee have his/her FTE level evaluated for an increase to the level worked. The Employer shall compare the employee's shifts per payroll period with the documented factors such as the number on concurrent leaves of absence, census trends, and the viability of resultant unfilled positions. If the request appears appropriate, the Employer will increase the employee's designated FTE level. No employee may attain an FTE level which is greater than 1.0. Any FTE level which is increased by reason of the provision of this article, need not be posted nor will normal posting procedures have application.



Should the Employer deny the request, the employee may seek a review. When a review has been requested the Employer and the employee, and a representative of the Union shall meet within fourteen (14) days. At the review meeting the parties shall look at all relevant information used by the Employer and additional information that may not have been known or used at the time of the denial. If, after the review meeting, the parties are still in disagreement, the Employer may maintain its denial and the employee may seek resolution through the grievance procedure in Article XIX.

## **Article VI Scheduling**

Lab and Radiology employees are excluded from Article VI of this Labor Agreement. Scheduling of Lab and Radiology employees is handled in accordance with the Letter of Understanding dated May 1, 2009..

6.1 Scheduling work will use the following rules:

- a) Schedules will be based on patient care needs.
- b) Can only be modified by mutual agreement between the employee and Employer, except when schedule changes are needed due to unexpected situations, such as sick absences and Leaves of Absence.
- c) Schedules will be posted 10 days in advance. The first 5 days will be considered draft form with employee scheduled to their FTE and casuals scheduled as needed. FTE employees are then given the opportunity to select extra shifts by seniority.
- d) The Employer will give equal time off on another day in the same week to a full-time employee, who is scheduled to work on Saturday. Employees scheduled to work on Saturday may request the remainder of the replacement day off using their paid time or request unpaid time off if the needs of the business are met.

6.2 Extra Shifts & Hours: When extra hours/shifts are available the Employer will offer:

- a) First, to bargaining unit employees in the clinic occupying the job title needed **who can work without incurring overtime**.
- b) Second, to available casual employees in the clinic occupying the job title needed.
- c) Third, to other clinic bargaining unit employees who are available **to work without incurring overtime** and are qualified to perform the work.
- d) Fourth, to available employees with the same job title or responsibilities outside of the department (e.g. hospital).
- e) If it becomes necessary to fill the shifts at overtime, the same process will be followed.

- 6.3 Call Pay: On-call employees will, if called into work, receive one (1) hour of pay or pay for actual time worked, whichever is greater. Employees while on-call will earn five dollars and fifteen cents (\$5.15) per hour, for all hours on-call.
- 6.4 Meals/Rest Breaks:
- a) Employees may take a fifteen (15) minute paid rest period for each four(4) hour period of work, provided that the time can be granted based on patient care needs. Rest periods that cannot be taken because of unusual workloads or patient care demands may require the employee to relinquish his/her rest period. Failure or inability to take rest period (s) shall not entitle the employee to equivalent time off at a future time nor can it be used in any other benefit.
  - b) Employees working shifts of six (6) hours or more will be provided, based on patient care needs, an unpaid meal break of one half (½) hour.
  - c) Employees who work a shift of four (4) or more hours and are unable to leave the work area for rest period(s) due to work load or patient need, may, occasionally and with prior approval of management, be allowed to combine rest period(s) to their unpaid meal break for a full hour lunch period if patient care needs are not compromised, providing that scheduling of such time away from the work area can be accomplished in a fair and equitable manner. Such occurrences will generally coincide with physician mid-day breaks in clinic appointment scheduling. This one (1) hour lunch period would include thirty (30) minutes of paid time and thirty (30) minutes unpaid meal break. If workload or patient needs do not allow a full one (1) hour lunch break, the employee will use the thirty (30) minute unpaid lunch period. The employee cannot claim “no lunch” unless the thirty (30) minute unpaid lunch period is not taken.

## **Article VII**

### **Posting & Filling of Vacancies**

- 7.1 Posting of Position Vacancies: Vacancies shall be posted on the St. Luke’s website employment link and on the bulletin board for five (5) business days. Any employee may apply by completing an electronic transfer request online during such five (5) business day period. Employees may apply for postings after the five (5) business day posting period but those employees applying after the posting period will not receive preference under this section.

Employees of the department in which such vacancy occurs, if qualified, shall be given preference according to qualifications in filling such vacancy. If the qualifications of more than one bargaining unit applicant are approximately equal, preference shall be given to the applicant with the most bargaining unit seniority. If no one in the department in which the vacancy occurs applies, or if such applicant is not the most qualified for the position, then the most qualified applicant for the position shall be selected according to qualifications for the position.

- 7.2 If an applicant for a position has been subject to a disciplinary suspension in the nine (9) months prior to applying for a transfer, he or she will be permitted to transfer only if the Department manager agrees to accept the employee into the new position.
- 7.3 The Employer during such vacancy period may assign temporarily any employee to such vacancy.

## **Article VIII**

### **Low Need, Layoff, and Recall**

- 8.1 Low Need Days:
- a) Where the need for reduced staffing occurs on a day-to-day basis, the need shall be met by assigning the low need day off to students (not to include students in educational rotations) unscheduled employees or temporary employees. If the low need requirement is not satisfied then the Employer shall seek volunteers starting with the most senior employee within the affected job classification. If there are no volunteers, then the low need day will be assigned to the least senior employee in the affected job classification.
  - b) Benefits on Low Need Days: Employees who lose hours as a result of Low needs will not have their health insurance status and/or benefits affected. All other benefits will be prorated.
  - c) Pay on Low Need Days: An employee may request to use vacation to replace hours lost due to low need.
- 8.2 Layoff: In the event of an ongoing reduction of hours resulting in either full or partial layoff, the Employer shall eliminate temporary employees and not offer hours to unscheduled employees without first offering such hours to laid off employees. The Employer will also advise the Union as soon as possible in advance of any reductions or layoff. Prior to implementing a layoff, the Employer will first seek volunteers within the affected job classification. If more than one employee volunteers, the request will be granted in seniority order. If no one volunteers, the Employer shall then layoff starting with the least senior employee within the affected job classification. Affected employees may bump the least senior bargaining unit seniority employee with equal or lower FTE status in another job classification in which they are qualified. As determined by the Employer, for purposes of this article, qualified shall mean that the employee will be able to perform the duties, functions and responsibilities of the displaced employee within a training period not to exceed ten (10) working days.

Termination Through Layoff: The Employer electing to terminate through layoff the service of employees covered by this contract and who are regularly and permanently employed, shall give such employees two (2) weeks notice of termination of employment or the Employer may, in lieu thereof, pay the

employee two (2) weeks advance salary and immediately terminate the employment of the employee. Neither two (2) weeks notice nor two (2) weeks pay shall be required in the case of employees discharged for any other reason.

- 8.3 Recall: Employees will be recalled in the reverse order laid-off, except that senior employees who have voluntarily reduced hours under this Article and/or accepted lay-off, will have the right to recall before less senior employees in their Classification are recalled. Employees must respond to recall within one (1) calendar week of receiving notice by registered mail or will be deemed to have waived recall rights and resigned employment.

## Article IX Wages

### 9.1 See Attached Wage Chart

- 9.2 Experience Credit: Newly hired Clinic employees will be allowed to receive up to five (5) years of experience credit in their initial wage determination.

## Article X VACATION/SICK LEAVE

10.1 Vacation Accrual:

<u>Service</u>	<u>Accrual</u>
Up to 1 year	5 days
After 2 years	10 days
After 5 years	15 days
After 10 years	20 days

Should an employee be terminated, dismissed, laid off, or voluntarily quit after providing at least two (2) weeks notice, he/she shall be paid all vacation hours accrued at that time. **An employee's failure to provide proper notice of a voluntary termination will result in the forfeiture of any unused vacation and personal holiday hours.**

Employees may use earned Vacation hours after completing their probationary period.

**Vacation hours are earned based upon actual hours worked, up to the maximum accrual amount listed above. Paid vacation is pro-rated based on actual compensated hours.**

- 10.2 Vacation Balances: At each employee's anniversary date, the Vacation balance may be no greater than the level of benefit at which their Vacation is accrued. As an example, if your Vacation accrual rate is at two (2) weeks or eighty (80)

hours per year, your Vacation balance can be no greater than eighty (80) hours on your anniversary date each year.

10.3 Vacation Cash Out: Lake View's Cash Out Policy shall apply to Bargaining Unit Members.

10.4 Vacation Requests: Vacation requests will be granted per management approval with the following guidelines:

- a) Prior management approval is required for all Vacation requests.
- b) Vacation requests must be received in writing on forms provided.
- c) With the exception of the weeks of Thanksgiving and Christmas/New Year, Vacation requests will be granted by seniority for requests received on or before March 1<sup>st</sup>, for Vacations desired for the period April 1<sup>st</sup> to March 30<sup>th</sup> of the following year.
- d) Vacation requests during the weeks of Thanksgiving and Christmas/New Year are also due by March 1<sup>st</sup>, but those requests will be considered on a rotating basis after reviewing schedules from prior years.
- e) Requests for Vacation received after March 1<sup>st</sup> will be considered on a first-come, first-served basis, always with consideration for patient care and staffing needs. In the event of overlapping requests received at the same time, seniority will be the tie-breaker.
- f) Employees that find a need to alter or withdraw previously granted Vacation requests must communicate changes to management as soon as possible.

10.5 Sick Pay:

Employees shall receive one (1) sick leave day for every 173.3 hours worked to a maximum accumulation of ninety (90) days. Employees may use accumulated sick pay hours after satisfying the initial probation period with Lake View.

## **Article XI Holidays**

11.1 Employees with an authorized FTE of 0.6 and above are eligible.

Recognized Holidays include:

1. New Year's Day
2. Memorial Day
3. Fourth of July
4. Labor Day
5. Thanksgiving Day
6. Christmas Eve\* (beginning at 1 PM)
7. Christmas Day

\*Granted when the Christmas Eve Day holiday occurs on a Monday through Thursday

One-half day holidays may be up to four (4) hours with a total paid time for the day not exceeding eight (8) hours.

- 11.2 Employees will be granted **three (3)** personal days per year beginning the first pay period in the new year. Personal Days must be used before December 31<sup>st</sup> or they will be lost.
- 11.3 Special holiday conditions exist when January 1, July 4, December 24 or December 25 are either Saturdays or Sundays. Except for December 24, holidays are observed on the Friday prior to such holiday when it is on a Saturday, and on the following Monday when it is on a Sunday. Holidays do not “pyramid” so the Christmas Eve Day holiday is not provided when December 25 falls on a Saturday, Sunday or Monday.

## **Article XII Leaves of Absence**

- 12.1 Leaves will be granted in accordance with Lake View policy as may be updated from time to time and applicable federal and state laws, including Family Medical Leave Act (FMLA) and the MN Parental Leave Act.

- a) FMLA/Medical Leave: Hospital agrees to provide leaves of absence as stated in the Family Medical Leave Act of 1993, and any subsequent modifications.

An employee returning from an authorized medical leave of twelve (12) calendar weeks or less shall be restored to the position held when the leave commenced or to a position with equivalent benefits, pay, status, and other terms and conditions of employment.

An employee returning from an authorized medical leave, of more than twelve (12) calendar weeks, but no more than six (6) months, or if they have exceeded their FMLA entitlement, may displace the least senior employee in the position held when the leave commenced.

Employees returning from an authorized medical leave of more than six (6) months, but less than one (1) year, shall be entitled to the first position available for which the employee is qualified in the clinic. The employee's employment is terminated if no such position is obtained, however, should the employee be rehired within twelve (12) months of such termination, the employee's seniority shall be reinstated upon rehire and their pay shall equal the equivalent step on the wage chart for the position obtained.

- b) Military Service Leave: The employer shall comply with State and Federal Laws with regards to employees’ military service and applicable FMLA rights related to family members.

- c) Union Office/Delegate Leave: Election or appointment to office in or as a delegate representing the Union requiring either temporary or full-time leave. Such leave shall not exceed fourteen (14) days per calendar year; reasonable consideration shall be given to requests for additional days.
- d) All Other Leaves: Leave for any other reason acceptable to the Employer may be granted pursuant to Lake View Leave of Absence Policy. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence.

12.2 Return to Work: Except for FMLA/Medical and Military Service leaves, an employee returning from an authorized leave of twelve (12) calendar weeks or less shall be restored to the position held when the leave commenced, or to a position with equivalent benefits, pay, status, and other terms and conditions of employment.

Except for FMLA/Medical and Military Service leaves, an employee returning from an authorized leave of more than twelve (12) calendar weeks shall be entitled to the first position available for which the employee is qualified in the clinic.

Leaves of absence are limited to twelve (12) months. An employee who does not return to work from an authorized leave within the twelve (12) month period will be deemed to have voluntarily terminated her/his employment.

12.3 Outside Employment: An employee who has been granted a Leave of Absence for any reason, and who begins other employment without the consent of the Employer while on such leave, will be determined to have voluntarily resigned employment without notice. Any employment held outside of Lake View must comply with any physical restrictions applicable to Lake View employment.

12.4 Responsibility to Communicate: It is the employee's responsibility to maintain communication with the Employer regarding leave status and changes in expected return dates. Failure to respond in a timely manner to requests for information from the Employer may result in a determination that the employee has voluntarily resigned employment.

### **Article XIII Funeral Leave**

Employees will be granted a leave with pay for days the employee was scheduled to work up to a maximum of three (3) consecutive days to attend the funeral of such employee's immediate family. Immediate family, for the purposes of Funeral Leave, shall be defined as: parents (parent of spouse or employee whether such parent is a natural parent or stepparent), wife, husband, brothers, sisters, children, (includes natural and step children), grandparents and grandchildren. It is not the purpose of funeral leave to give paid time

off for bereavement. The employee may request to take unpaid time off or vacation hours for time off not directly related to the funeral. Casual employees are not eligible to receive this funeral leave benefit.

Employees may be granted unpaid time off to attend the funeral of a close friend and relatives not defined as immediate family by this collective bargaining agreement, provided the request will not result in staffing problems as determined by management.

#### **Article XIV Uniforms**

Employees with 0.6 FTE and above will be reimbursed for the cost of scrub uniforms consisting of top, jacket, pants, and work shoes up to a maximum annual reimbursement of Two Hundred Fifty Dollars (\$250.00).

Employees will be responsible for keeping and submitting their receipts once per calendar year in accordance with Clinic procedure.

#### **Article XV License & Training**

Lake View Memorial Hospital provides CPR training and tracking.

#### **Article XVI Pension**

- 16.1 Covenants of Participation: All employers who are or become signatory or bound by the Agreements and Declarations of Trust, as amended, establishing the Northern Minnesota-Wisconsin Area Retail Clerks Pension Fund, copies of which all parties agree have been furnished to and read by all employers bound hereby prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations or plans adopted by the trustees pursuant thereto shall become a part of this Agreement as though fully written herein. All employers bound hereby irrevocably designate the Employer Trustees of said funds and their successors as their representatives for the purposes set forth in said Agreements and Declarations of Trust.**
- 16.2 Employer Contribution: Effective the date of this Agreement, the Employer agrees to continue its present sixty cents (\$.60) per hour contribution to said Pension Fund for each hour worked by each full-time or part-time employees, excluding temporary employees and employees in their probationary period. For the purposes of this Section, "hours worked" shall mean all hours worked to a maximum of eighty (80) hours per pay period by any full-time or part-time employees, and shall include, pursuant to said**



eighty (80) hour limitation, any holiday or vacation time for which any said employee of the Employer is entitled to straight-time pay under the terms of this Agreement. It is understood that the said Pension Trust and benefits to be provided from the Pension Trust shall conform in all respects to the requirements of the Treasury Department, Bureau of Internal Revenue and to any other applicable state and federal laws and regulations.

- 16.3 **Contribution Reports to Fund Trustee:** Reports of the employers as to employees who have worked the number of hours that they have been paid and such other data and information as may be required by the Trustees of said funds and all contributions payable to the funds shall be transmitted to the offices of the funds no later than the 15th of the month immediately following the calendar month in which the work was performed on which such contributions are being made. In the event said reports are not furnished or such contributions are not paid, as aforesaid, the following remedies, either in law, in equity, by contract or authorized by the aforementioned Agreements and Declarations of Trust, shall be available:
- a. **Delinquency Notification Procedure:** The Trustees or the agent of the Fund shall give the delinquent employer three (3) notices in writing, not closer than ten (10) days apart, with return receipt requested, at the address shown in the records of the Fund, Plan or Union. Ten (10) days after the last notice, the Union shall have the right to take such legal or lawful action as it may deem necessary until such delinquent payments are made or said records submitted, such action including but not limited to the right to withhold services from such employer and other concerted activity for as long as the failure to make such contribution continues, No Strike, No Lockout Clause, notwithstanding.
  - b. **Pension Provisions, Non-Grievable/Arbitrable:** In no event shall the provisions relating to pension set forth herein be subject to or suitable for grievance and arbitration under the terms of this Agreement.
  - c. **Remedy for Employer Delinquency:** If the Employer fails to make prompt and timely payment of monthly contributions required by this Article and such delinquency results in an employee or beneficiary or dependent being denied or being rendered ineligible for benefits otherwise payable under the plans provided by the Trustees, then in such event the Employer shall be fully and personally responsible to (and hereby agrees to pay) such losses of employee or beneficiary or dependent for all such losses of benefits.
- 16.4 **Liquidated Damages Defined:** Any employer who is sixty (60) days delinquent in the payment of any or all of the contributions required for pension shall pay as liquidated damages a sum of twenty dollars (\$20.00) or

ten percent (10%) of the amount delinquent, whichever is greater. Such damages shall be computed monthly for the Pension Fund. The amount of liquidated damages shall be added to the accumulative total of delinquent contributions and shall be included in the computation of damages.

- a. **Exclusions to Delinquency Damages:** The above paragraph shall not be applicable when, in the judgment of the Trustees, the delinquency results from a clerical error or a bonafide difference of dispute concerning eligibility.

- 16.5 **Payroll Records Availability for Audit:** The Employer agrees that applicable payroll records shall be made available for audit to the employees of the Pension Fund, as directed by action of the Board of Trustees of these Funds.

## **Article XVII Jury Duty**

An employee who is called for jury duty shall notify her/his supervisor at once. The employee will be granted a leave for jury duty and will be made whole for loss of pay during this period, up to a maximum of eighty (80) hours in any one calendar year. The employee will report for work whenever her/his jury duty does not conflict. For absences related to jury duty, management may change work schedules of existing staff to meet staffing needs for the purpose of avoiding overtime. Any reassignment of staff will be done with consideration of seniority. The employee's wages for jury duty will be computed as if the employee had worked the regularly scheduled shift at straight. If the Employer determines the jury duty will present staffing issues, the employee will request a postponement of the jury duty, but if postponement is not possible, no discipline will result.

## **Article XVIII Health Insurance**

- 18.1 Health insurance is available through Lake View Memorial Hospital. Contact Human Resources for further information.
- 18.2 Initial eligibility for health insurance (medical and dental) will be the 1<sup>st</sup> of the month following thirty (30) days of employment for employees with 0.6 FTE or greater.

## **Article XIX Grievance Procedure**

- 19.1 Any dispute or controversy involving the interpretation or application of any of the terms or provisions of the Agreement shall be submitted for settlement under the Grievance Procedure as herein provided.

- a) STEP 1. Any employee who believes that the Employer has violated any of the terms or conditions of this Contract shall promptly take the complaint to her/his department head or designee and attempt to resolve the complaint. No complaint shall be considered unless it is brought to the attention of the department head, or designee, within seven (7) calendar days of its alleged occurrence, except that complaints or grievances as to the amount of money due and payable to any employee for wages, hours worked, vacation allowance and days off may be filed and furnished to the head of the personnel department, or to the Employer representative duly designated to be in charge thereof, within thirty (30) days after the first regular pay day following the occurrence of such alleged violation relating to such wages. The employee may have a Union Representative present at this step.
- b) STEP 2. If said employee and department head, or designee, cannot resolve the complaint within the seven (7) calendar day period noted above, the Human Resources Department of the Employer will meet with the grievant and a representative of the Union within fourteen (14) calendar days after the occurrence of the alleged violation of this contract, except complaints related to pay shall be grieved within thirty (30) calendar days of the payday for the pay period in which the grievance occurred. Failure to submit the grievance within the time limit specified above shall constitute a permanent waiver and bar of the grievance and the employee shall be forever foreclosed from raising any complaint or grievance in that regard. The Employer shall respond to the grievance in writing within seven (7) calendar days of the Step 2 meeting.
- c) STEP 3. (Optional) Mediation: Either party may call for mediation of the dispute by a Mediator mutually agreed upon from the local office of the Federal Mediation and Conciliation Service; both parties must agree to mediation. A recommendation for settlement of the dispute by the Mediator shall not be final and binding upon either party unless it is mutually agreed beforehand that the Mediator's recommendation is final and binding.
- d) STEP 4. If such grievance cannot be settled in Step 2 or Step 3, the matter may be submitted to arbitration by either party. The arbitration request shall be in writing and served on the other party within thirty (30) calendar days of the Step 2, or Step 3, response to the grievance. The parties may mutually agree to waive the board of arbitration and appoint a single arbitrator. If the board of arbitration is not waived, the Employer shall select one (1) member for the board of arbitration and the Union shall select one (1) member. In the event the parties, or the two members of the arbitration board, cannot select an arbitrator or third member of the board to serve as an impartial chairperson within seven (7) calendar days, either

party may request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators to the parties, and the individual selected from the panel by alternately striking names shall then be the arbitrator or chairperson of the board of arbitration. The decision of the arbitrator or board of arbitration shall be made within a reasonable time after the conclusion to the hearing. The opinion and award of the arbitrator (or a majority of the arbitrators) shall be final and binding upon the parties. The arbitrator or the board shall have authority only to interpret and apply the provisions of this agreement but shall not have the authority to alter any of the provisions in any way.

- 19.2 Arbitrator Fees and Expenses: The fees and expenses of the arbitrator will be paid equally by both parties.
- 19.3 Authority of Executive Board of Union: At any step in this grievance procedure the Executive Board of the Local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty, or dispute further if in the judgment of the Executive Board such grievance or dispute lacks merit or lacks justification under the terms of this Agreement; or has been adjusted or justified under the terms of this Agreement, to the satisfaction of the Union Executive Board.

## **Article XX**

### **Termination of Employment**

- 20.1 Discharge: The Employer shall not discharge any employees covered by this Contract without just cause. Any employee charged with an offense involving discharge shall be informed of such offense in writing and a copy thereof mailed to the Union. The Union or the employee so discharged may protest such discharge within seven (7) calendar days thereof by written notice to the Employer starting at Step 2 of the grievance procedure.
- 20.2 Voluntary Termination of Employment: Employees covered by this Contract electing to resign or quit their employment will give the Employer two (2) weeks' written notice and shall continue in the Employer's service during this two (2) week period with the exception that the employee may leave sooner when competent replacement can be made by the Employer. Failure of an employee to give written notice within the time specified herein shall automatically forfeit all accrued vacation or personal days.
- 20.3 Failure to Report to Work: If the employee fails to report for work as scheduled or to furnish the Hospital with a justifiable excuse within forty-eight (48) hours thereof, such failure to report to work shall be conclusively presumed to be a resignation from the service of the Hospital, and termination of such employee's seniority and employment; provided, however, that if such employee can, within ten (10) days, furnish the Hospital with reasonable proof that such employee

could not notify the Hospital of his/her absence because of illness and unforeseen emergency or other justifiable reason, then such employee shall be reinstated without any break in service record.

## **Article XXI Labor-Management Committee**

The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance that is in the interest of the employees, the bargaining unit, and the Employer. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a Labor/Management meeting.

## **Article XXII Management Rights**

The management of the Clinic and all of its auxiliary buildings, the direction of the working forces, the control of all its properties and equipment, the installation of new, improved or changed methods of operations and/or equipment and the hiring, promotion, discipline, layoff, retirement, suspension and discharge of its employees are reserved exclusively and solely as functions of management, provided that in the exercise of such functions the management shall not alter any of the provisions of this Agreement.

## **Article XXIII Separability**

It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses, and phrases of this Agreement are separable. If any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of any conflict with any federal or Minnesota state law, such invalidity shall not affect any of the remaining phrases, clauses, paragraphs and sections of this Agreement.

The Employer and the Union agree that they will meet, upon the request of either party, within a thirty (30) day period following the declaration of invalidity to begin negotiations in an effort to make a modification intended to achieve the objective of the parties to the fullest extent permitted by law. This places no time limitation on the parties during which they may negotiate.

## **Article XXIV No Strike/No Lockout**

No Strike: The Union, its officers, agents, and members, agree that for the duration of this Agreement, there shall be no strikes, sympathy strikes, slow downs, stoppages of work, boycott, picketing of any kind or form within 50 feet of the Lake View Memorial

campus, however peaceable, or any acts of any similar nature, whether primary or secondary, which would interfere with the Employer's operations, and that it will not otherwise permit the existence or continuance of any of these acts. Participation by any employee in any such act toward Lake View shall constitute just cause for discipline by the Employer. The provisions of this Section shall be absolute and shall apply regardless of whether the dispute is subject to grievance or interest arbitration.

No-Lockout: Lake View agrees that for the duration of this Agreement, there shall be no lockouts.

## **Article XXV Termination of Contract**

**In the event the parties are unable to reach agreement as to the terms of a succeeding Labor Agreement, any unsettled issue shall, upon the request of either party, be submitted to the determination of an Arbitrator, whose determination shall be final and binding upon the parties. The request for submission to arbitration may be made by either party at any time during collective bargaining, but the parties are free to continue to bargain during the period pending arbitration and the arbitrator's decision. The parties shall cooperate in selecting arbitrators and proceeding to hearing with dispatch, and either party may invoke the provisions of the Minnesota Arbitration Act if the other delays in selecting an arbitrator or proceeding with the arbitration process. The parties recognize that the arbitrator will not be given power to add to or vary from the previously written contract, however, the parties expect the arbitrator to supply agreement and language of agreement in those proposals where the parties themselves have been unable to come to express agreement.**

**Either party may request a list of five (5) names from the Federal Mediation and Conciliation Service from which the parties shall alternately strike names from the list of the five (5) submitted until one name remains. If the parties are unable to agree with respect to which party shall take the first turn for the purpose of striking a name, it shall be decided by the flip of a coin. The parties shall share equally the fees and expenses of the arbitrator. The provisions of Article 24 (No Strike – No Lockout) shall apply during the extension periods of this contract, during periods of arbitration and during periods that this contract shall remain in force as amended by arbitration.**

**The arbitration panel in rendering its decision shall incorporate therein a provision that this arbitration clause (Article 25) with suitable amendment as to applicable date, shall be a part of the contract to take effect on May 1<sup>st</sup>, 2016, or such subsequent date as the next contract shall go into effect.**

IN WITNESS THEREOF, the parties have caused this instrument to be executed the day and year first above written.

**LAKE VIEW CLINIC  
TWO HARBORS, MINNESOTA**

By Jo Ann Hoag  
Jo Ann Hoag, President/CEO

8-08-2013  
Date

**UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL 1189, DULUTH, MINNESOTA**

By Tamara Jones  
Tamara Jones, Union Representative

8-19-13  
Date

**Letter of Understanding Regarding  
Scheduling Available Hours and  
Lab & Radiology Employees**

During the course of negotiating the first contract between Lake View Clinic and the UFCW 1189, the parties discussed procedures for filling extra hours and meeting patient care needs in light of a staff of hospital and clinic trained employees. The parties agreed as follows:

**Scheduling Available hours**

When there is a need for patient care or service, Lake View may assign, reassign (float) or schedule employees where they are needed. When there is a need for additional staff, available hours will be filled in the following manner:

- First to employees in the clinic occupying the job title needed
- Second to other clinic employees who are qualified to perform the work.
- Third to employees outside of the department who are qualified to do the work
- If it becomes necessary to fill the shifts at overtime, the same process will be followed.

**Agreement regarding Lab & Radiology Positions**

The parties recognize that a particular level of technical knowledge exists for those employees working in Radiology and the Lab. Lab and Radiology employees based in the hospital are not members of the UFCW bargaining unit. Therefore, with regard to these areas, the parties agree that:

- All positions will be posted with a department designation (e.g., Hospital or Clinic) which will identify the bargaining unit status of the position.
- Hospital based Lab/Radiology employees may be scheduled in the clinic without being subject to accretion into the bargaining unit.
- Call and holiday obligations may be shared by all qualified employees, regardless of department.
- Requests for vacation time will generally be granted on a "first come first served" basis. If there is a conflict in vacation requests, length of service will govern. Vacation requests for days immediately preceding or after Thanksgiving or Christmas, will be granted on a rotating basis.

With regard to needs for additional staff, available hours in the clinic will be filled in the following manner for Lab and Radiology employees:

- First to employees in the clinic occupying the job title needed
- Second to employees with the same job title or responsibilities outside of the department
- Third to other clinic employees who are qualified to perform the work.



- If it becomes necessary to fill the shifts at overtime, the same process will be followed.

LAKE VIEW CLINIC

By \_\_\_\_\_/S/\_\_\_\_\_ (*originally signed 4/29/2009 by Brian Carlson*)

UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL 1189, DULUTH, MINNESOTA

By \_\_\_\_\_/S/\_\_\_\_\_ (*originally signed 5/1/2009 by Joyce Berglund*)

**Letter of Understanding Regarding Seniority**

For purposes of the definition of Seniority in section \_\_\_\_\_, Employees who were employed by First Solutions as of July 25<sup>th</sup>, 2008, and employed by Lake View on July 26<sup>th</sup>, 2008, will have seniority dates determined by their most recent date of hire with First Solutions. The parties agree the proper seniority dates are as listed below **and that these dates will be used to determine the following employee's vacation accrual rate:**

EMPLOYEE	DATE OF HIRE
Judy Dahlstrom	11/10/1982
Marsha Anderson	5/19/1983
Robin Glaser	3/29/1989
Joyce Korpi	4/17/1989
Stacy Olson	9/01/1991
Sherri Olson	1/17/1995
Kristi Aho	3/25/1996
Carol Anderson	7/09/2002
Sherry Fabini	3/03/2003
Angela Bata	8/01/2003
Nicole Geissler	8/19/2003
Amanda Fleck	8/05/2004
<del>Sarah Edlund</del>	<del>10/11/2004</del>
Ann Gradine	7/08/2005
<del>Nicole Korpi</del>	<del>8/12/2005</del>

LAKE VIEW CLINIC

By \_\_\_\_\_ /S/ \_\_\_\_\_ (originally signed 4/29//2009)  
Brian Carlson

UNITED FOOD AND COMMERCIAL WORKERS UNION  
LOCAL 1189, DULUTH, MINNESOTA

By \_\_\_\_\_ /S/ \_\_\_\_\_ (originally signed 5/1/2009)  
Joyce Berglund, President

**Lake View Clinic-UFCW Wage Chart**

Effective the beginning of the pay period closest to 5/1/2013

	Job Title	Start	1 year	2 years	3 years	4 years	5 years	10 years	15 years	20 years
Grade			<u>2080</u> hrs	<u>4160</u> hrs	<u>6240</u> hrs	<u>8320</u> hrs	<u>10400</u> hrs	<u>20800</u> hrs	<u>31200</u> hrs	<u>41600</u> hrs
A	Medical Records	\$10.78	\$10.93	\$11.08	\$11.25	\$11.40	\$11.56	\$12.39	\$13.31	\$14.32
B	Patient Service Rep	\$12.74	\$12.91	\$13.09	\$13.29	\$13.47	\$13.65	\$14.67	\$15.73	\$16.90
C	Clinical Assistant	\$13.49	\$13.67	\$13.88	\$14.08	\$14.27	\$14.47	\$15.54	\$16.68	\$17.91
D	Lab Technician	\$14.59	\$14.80	\$15.00	\$15.23	\$15.45	\$15.66	\$16.83	\$18.07	\$19.41
E	X-ray Tech	\$17.69	\$17.95	\$18.21	\$18.46	\$18.73	\$19.00	\$20.41	\$21.93	\$23.57
F	X-ray Tech (Mammo)	\$21.49	\$21.79	\$22.11	\$22.43	\$22.76	\$23.09	\$24.82	\$26.67	\$28.67

\* 1 year is equivalent to 2080 hours

Effective the beginning of the pay period closest to 5/1/2014

	Job Title	Start	1 year	2 years	3 years	4 years	5 years	10 years	15 years	20 years
Grade			<u>2080</u> hrs	<u>4160</u> hrs	<u>6240</u> hrs	<u>8320</u> hrs	<u>10400</u> hrs	<u>20800</u> hrs	<u>31200</u> hrs	<u>41600</u> hrs
A	Medical Records	\$10.89	\$11.04	\$11.19	\$11.36	\$11.51	\$11.68	\$12.52	\$13.44	\$14.46
B	Patient Service Rep	\$12.87	\$13.04	\$13.22	\$13.42	\$13.60	\$13.79	\$14.81	\$15.89	\$17.07
C	Clinical Assistant	\$13.62	\$13.81	\$14.01	\$14.22	\$14.41	\$14.62	\$15.70	\$16.84	\$18.09
D	Lab Technician	\$14.73	\$14.95	\$15.15	\$15.38	\$15.60	\$15.82	\$17.00	\$18.25	\$19.60
E	X-ray Tech	\$17.87	\$18.12	\$18.39	\$18.65	\$18.91	\$19.19	\$20.62	\$22.15	\$23.80
F	X-ray Tech (Mammo)	\$21.70	\$22.01	\$22.33	\$22.66	\$22.98	\$23.32	\$25.06	\$26.94	\$28.96

\* 2080 hours worked is equivalent to 1 year

Effective the beginning of the pay period closest to 5/1/2015

	Job Title	Start	1 year	2 years	3 years	4 years	5 years	10 years	15 years	20 years
Grade			<u>2080</u> hrs	<u>4160</u> hrs	<u>6240</u> hrs	<u>8320</u> hrs	<u>10400</u> hrs	<u>20800</u> hrs	<u>31200</u> hrs	<u>41600</u> hrs
A	Medical Records	\$11.00	\$11.15	\$11.31	\$11.47	\$11.63	\$11.79	\$12.64	\$13.57	\$14.61
B	Patient Service Rep	\$12.99	\$13.17	\$13.36	\$13.55	\$13.74	\$13.93	\$14.96	\$16.05	\$17.24
C	Clinical Assistant	\$13.76	\$13.95	\$14.15	\$14.36	\$14.56	\$14.76	\$15.85	\$17.01	\$18.27
D	Lab Technician	\$14.88	\$15.10	\$15.30	\$15.53	\$15.76	\$15.98	\$17.17	\$18.43	\$19.80
E	X-ray Tech	\$18.05	\$18.31	\$18.58	\$18.83	\$19.10	\$19.38	\$20.82	\$22.38	\$24.04
F	X-ray Tech (Mammo)	\$21.92	\$22.23	\$22.55	\$22.88	\$23.21	\$23.56	\$25.32	\$27.21	\$29.25

\* 2080 hours worked is equivalent to 1 year