

UFCW Local 1189

Professional Health Care Division Contract

Between

UFCW Local 1189

and

**Northern Pines Medical Center
(Lab - Imaging - Pharmacy Technicians)**

Effective:

July 1, 2013 – June 30, 2016

UFCW Local 1189
2002 London Road
Duluth, MN 55812
(218) 728-5174 or (800) 942-3546
Fax: 218-728-5178
Web Site: www.ufcw1189.org

OPBU#12

UFCW Local 1189 wants you to know about your right to representation:

As a member of UFCW Local 1189 you have the right to Steward representation during conversations with management or security which may lead to discipline or involve a security investigation. Follow these steps to insure that your right is preserved.

1. **DEMAND UNION REPRESENTATION.** You must ask for representation - this right is not automatic.
2. **REFUSE TO PROCEED WITHOUT UNION REPRESENTATION.** If you are denied this right, stay in the room but remain silent.
3. **DO NOT MAKE ANY WRITTEN OR VERBAL STATEMENT OF GUILT OR INNOCENCE.** Making NO statement is the most appropriate action.
4. **DO NOT WAIVE THIS RIGHT.** If you do so, any statement you make can be used against you.

NORTHERN PINES MEDICAL CENTER, AURORA MINNESOTA

EFFECTIVE July 1, 2013 – June 30, 2016

INDEX

Article		Page
	Agreement	3
1	Intent and Purpose	3
2	Recognition	3
3	Management Rights	4
4	Hours of Work	4
5	Definition of Full-Time and Part-Time Employees	5
6	Holiday Provisions	7
7	Vacations	8
8	Sick Leave	9
9	Paid Time Off (PTO)	10
10	Insurance	13
11	Retirement	14
12	Seniority	14
13	Leaves of Absence	16
14	Bereavement Leave	16
15	Jury Duty	17
16	Dismissals and Suspensions	17
17	Committee of Labor and Management	19
18	Grievance Procedure	19
19	No Strikes or Lockouts	21
20	Time Off for Union Activity	22
21	Union Access to Premises	22
22	Drug and Alcohol	22
23	Wage Administration and Salary Schedule	23
24	General Provisions	23
25	Separability	24
26	Successor Clause	24
27	Duration of Agreement	24
	Appendix "A" – Wage Schedule Effective 7/1/14	25
	Appendix "B" – Wage Schedule Effective 7/1/13 – 6/30/14	26

AGREEMENT

This Agreement dated the first day of **July, 2013**, entered into by and between the **NORTHERN PINES MEDICAL CENTER**, AURORA MINNESOTA, hereinafter referred to as the EMPLOYER, and UNITED FOOD AND COMMERCIAL WORKERS UNION, **AFL-CIO**, LOCAL **1189**, affiliated with the UNITED FOOD AND COMMERCIAL WORKERS INTERNATIONAL UNION, **AFL-CIO** hereinafter referred to as the UNION.

ARTICLE 1: INTENT AND PURPOSE

- 1.1 The purpose of this Agreement is to (a) promote and insure harmonious relations, cooperation and understanding between the Employer and its employees; (b) to encourage economy of operation and the protection of property; (c) to establish standard hours of work, rates of pay and working conditions; and to these ends, the Employer pledges its employees considerate and courteous treatment and the employees, directly and through their agent, the Union, pledge the Employer loyal and efficient service.

ARTICLE 2: RECOGNITION

- 2.1 The Employer recognizes the Union as the exclusive representative for collective bargaining purposes of the employees in the unit composed of all regular part-time and full-time Laboratory, X-ray Technicians and Pharmacy Technicians of the Northern Pines Medical Center and Nursing Home, Aurora, Minnesota; excluding all Registered Nurses, Administrators, Supervisors, Maintenance, Office Employees, Physical Therapy, Occupational Therapy, Social Services, Medical Records, Activities Personnel, and all newly created positions not in the Lab and X-ray Department, as per certification of the bargaining agency of the State of Minnesota, Bureau of Mediation Services, dated November 15, 1983.
- 2.2 All employees covered by this Agreement shall, as a condition of employment, become members of the Union and remain members, and all new employees, both full-time and part-time shall upon completion of their probationary period become members and remain members of the Union for the duration of this Agreement.
- 2.3 The Employer shall, during the first pay period of each month, deduct Union initiation fees and dues from the wages of each employee who, in writing, authorizes such deductions. However, in the event of any deduction or payment made in error by the Employer as a result of this Agreement, said Union agrees to indemnify and hold harmless the Employer for any such claims that might be occasioned as a result of an erroneous deduction.

- 2.4 All sums deducted shall be remitted to the Union together with a list of the names of the employees from whose pay deductions were made. These employees shall have worked or been paid for at least four (4) days and/or eighty (80) on-call hours in the previous month.

ARTICLE 3: MANAGEMENT RIGHTS

- 3.1 The management of the hospital and the direction of the working force, including the right to direct, plan and control hospital operations, to hire, recall, transfer, promote, demote, suspend for cause, discipline and discharge employees for cause, to lay off employees because of lack of work or for other legitimate reasons, to introduce new and improved operating methods and/or facilities, and to change existing operating methods and/or facilities, and to manage the hospital are invested exclusively in the Employer, except as limited by the provisions of this Agreement. The Union agrees to observe and uphold such reasonable rules and regulations as the Employer from time to time may establish. The Employer shall have the right to enforce compliance for the purpose of proper management of the institution except as limited by the provisions of this Agreement.

ARTICLE 4: HOURS OF WORK

- 4.1 (A) The normal hours of work shall be a maximum of eight (8) hours per day and eighty (80) hours in a fourteen (14) day period. All hours worked in excess of eight (8) hours per day and eighty (80) hours in a fourteen (14) day period shall be compensated at a rate of time and one-half (1½), provided such hours shall have been approved by the Employer. There shall be no pyramiding of overtime and to the extent that hours are compensated at the overtime rates, they shall not be counted as hours worked in computing overtime under the same or any other overtime provisions. The normal workweek shall not be construed as a guarantee of hours or work per day or per week.
- (B) The employee will not be scheduled for less than a four (4) hour shift.
- (C) When an employee is required to work or be on call on the second consecutive Saturday and/or Sunday, she/he shall be compensated at one and one-half, (1½) time her/his rate or on-call rate for the second consecutive Saturday and/or Sunday. A Saturday and/or Sunday for which time and one-half (1½) has been paid, shall be considered the same as a Saturday and/or Sunday not worked for calculating consecutive Saturdays and/or Sundays.

(D) Call Rate:

While on call, each call-in shall be paid as follows:

- Double time (2x) for the first hour. Every consecutive hour thereafter, shall be paid at time and one-half (1 ½) the regular hourly rate.

- 4.2 All employees scheduled for six (6) hours or more shall receive two (2) fifteen (15) minute rest periods at the time designated by the Employer. One (1) unpaid one-half (½) hour meal break will be granted to employees that work five (5) hours or more.

The Employer may allow the employee who is unable to take the unpaid one-half (½) hour meal break to work a straight eight (8) hour shift or be paid time and one-half (1½) the employee's regular rate of pay for that one-half (½) hour of work.

- 4.3 When an employee is called out to work on other than her/his regularly scheduled shift, the employee shall receive a minimum of four (4) hours' pay at the straight time rate. When an employee reports for work in accordance with her/his schedule without having been notified not to report, she/he shall receive a minimum of four (4) hours' work. If there is no work available, then the employee shall receive four (4) hours' pay. This does not apply to on-call.

- 4.4 An employee whose hours are reduced because of low need shall be compensated only for the actual hours worked. If the employee is called back to work on the same work day, she/he shall be compensated for the difference between the hours worked that day and a regular eight (8) hour day.

- 4.5 There shall be no split shifts except in an emergency.

ARTICLE 5: DEFINITION OF FULL-TIME AND PART-TIME EMPLOYEES

- 5.1 (A) All regular employees who are routinely scheduled will maintain their full-time status by working eighty (80) hours in a two (2) week pay period (14 days).

- (B) Continuing recognition of full-time status can be maintained with a schedule variance from the above, if acceptable by the employee, the Employer and the Union.

- 5.2 All regular full-time employees shall be scheduled the minimum hours required to be considered full-time prior to any employee being scheduled in excess of the defined minimum hours. When this has been accomplished, any excess hours shall be granted according to seniority.

- 5.3 (A) All regular part-time employees shall be scheduled their minimum FTE before casual temporary employees are called to work.
- (B) Part-time employees may be scheduled, as needed, a minimum of four (4) shifts and/or eighty (80) on call hours each month.
- (C) Casual employees are those employees who work as needed, have the right to decline offered work, and are not regularly scheduled.

Open shifts/hours that become available, including consecutive weekends on-call, will be offered, in seniority order, first to full-time and then part time employees who are available at straight time. If there are no full time or part-time employees available, casual employees who are available at straight time shall be offered such shifts/hours.

Thereafter, the work shall be offered, in seniority order, first to full-time and then to part-time employees at overtime rates. If there are no full-time or part-time employees available, casual employees shall be offered the shifts/hours.

Overtime shifts, including consecutive weekends on call, will be offered to casual employees in the department before a bargaining unit member is scheduled for the overtime shift. This does not apply to any overtime incurred when an employee is called in while "on-call".

- 5.4 Work schedules for a period beginning on Monday shall be posted no later than the previous Wednesday, except in an emergency. Requests shall be made prior to posting. All changes after schedules have been posted shall be approved by the Employer, except in an emergency.

ARTICLE 6: HOLIDAY PROVISIONS

- 6.1 (A) A full-time employee will be allowed the following seven (7) holidays with pay:
1. New Year's Holiday
 2. Easter Sunday
 3. Memorial Day
 4. July Fourth
 5. Labor Day
 6. Thanksgiving Day
 7. Christmas Holiday

- (B) Those part-time employees who are employed by the Employer on the date this agreement is ratified (April 26, 2011) shall also be allowed the above seven (7) holidays, provided that they hold an authorized FTE of 0.5 or greater.
 - (C) A part-time employee will be allowed the seven (7) holidays in paragraph 6.1, on a pro-rated basis, based on the employee's FTE status, provided that the employee performs work or is on vacation or pre-scheduled PTO the day prior to and/or the day following the holiday in the payroll period in which the holiday occurs.
- 6.2 A full-time employee required to work on any of the above holidays will be compensated for such performed work at a rate of two times (2x) the employee's regular hourly rate for all hours worked, in addition to eight (8) hours of holiday pay.
 - 6.3 A non-casual employee with an FTE of 0.6 or greater who is required to work on any of the seven (7) holidays listed above shall be compensated at two times (2x) the employee's regular hourly rate for all hours worked, in addition to eight (8) hours of holiday pay.
 - 6.4 To be eligible for holiday pay, an employee must have worked on the last scheduled day prior to and on the first scheduled day following the holiday. Scheduled day shall be defined as a regularly scheduled day or an on-call scheduled day.
 - 6.5 If an employee's paid holiday shall occur during her/his vacation, she/he will be granted an additional day of paid vacation.
 - 6.6 Holiday pay will apply to the legal day and not the calendar day.
 - 6.7 Full-time employees shall have the option of having an extra day off within a four (4) week period before or after the holiday based upon seniority, management approval and workloads if they have worked eight (8) hours on the holiday.
 - 6.8 Personal Day: Only those employees who are employed by the Employer on the date this agreement is ratified (April 26, 2011) and who have been employed for three (3) years will be allowed two (2) personal holidays at her/his discretion.
 - 6.9 Recognition Day: Only those employees who are: (a) employed by the Employer on the date this agreement is ratified (April 26, 2011) and who have been employed for ten (10) years or more shall receive one (1) extra day off with pay at their discretion with supervisory approval; and (b) those who have been employed for fifteen (15) years or more shall receive one (1) extra day off with pay at their discretion with supervisory approval.

6.10 Holiday Call-In:

- (A) An employee on-call for Christmas Eve and/or New Year's Eve shall receive two times (2x) the employee's regular call pay, as listed in Appendix "A" for on-call hours from 3:00 p.m. to 7:00 a.m.
- (B) An employee scheduled for on-call on a holiday shall receive call pay at the rate listed in Appendix "A" for all hours on call. When called out while on call during a holiday, each call-in will be paid at two (2) hours of overtime for the first (1st) hour of each call-in, and at two times (2x) their regular hourly rate for each consecutive hour thereafter.
- (C) In the event that Christmas Eve and/or New Year's Eve are staffed with shifts instead of on-call, all hours worked between 3:00pm and 7:00 am (1500 and 0700) shall be compensated at a rate of twice (2x) the employee's regular hourly rate.

ARTICLE 7: VACATIONS

This Article applies only to those employees who are on the payroll on the date this Agreement is ratified (April 26, 2011).

- 7.1 (A) Employees shall receive annual vacation with pay in accordance with the following schedule. Worker's Compensation time and any and all earned hours shall be considered as hours worked.
- (B) After one (1) year of service – two (2) weeks of vacation (Computation: Eight (8) hours of regular wages for each two hundred eight (208) hours earned or worked.)
- After two (2) years of service – three (3) weeks of vacation (Computation: Eight (8) hours of regular wages for each one hundred thirty-nine (139) earned or worked.)
- After three (3) years of service – four (4) weeks of vacation. (Computation: Eight hours of regular wages for each one hundred four (104) hours earned or worked.)
- (C) "Vacation call hours" will be based on the average number of call hours per week for the prior calendar year, excluding actual call-backs. Vacation pay will include the employee's vacation hours plus the vacation call hours.

- 7.2 Accrual of vacation will be limited to a maximum of two and one-half (2½) times the employee's annual accrual. The scheduling of vacations will be handled by seniority. Employees may use vacation as separate days or partial days with the Employer's approval.
- 7.3 Vacations for regular part-time employees will be prorated based upon the above time schedule.
- 7.4 A week's vacation shall be construed to be a calendar week beginning on Monday.
- 7.5 When a paid holiday falls during a regular full-time or part-time employee's vacation period, he/she will receive an additional day of paid vacation.
- 7.6 An employee may use vacation as separate days, providing they request the day off prior to the posting of the schedule, except in case of an emergency.
- 7.7 Casual employees are not entitled to vacation pay.

ARTICLE 8: SICK LEAVE

This Article applies only to those employees who are on the payroll on the date this Agreement is ratified (April 26, 2011).

- 8.1 Incumbent employee's who are currently receiving sick leave and vacation benefits shall be credited with one (1) day (eight (8) hours) sick leave with pay for every one hundred seventy-three and three-tenths (173.3) hours worked and may accumulate any unused sick leave up to a maximum of seven hundred and twenty (720) hours. Total number of hours worked is defined as actual hours worked and one-third (1/3) of call hours.
- 8.2 Sick leave pay shall be calculated at the straight time rate.
- 8.3 It is agreed that the daily sick leave benefit payable to an employee when his/her absence has been caused by an industrial illness or accident shall be the difference between benefits payable to him/her under the Worker's Compensation Law and the sick leave benefit otherwise due, and the employee's sick leave account shall be charged accordingly.
- 8.4 Upon returning from sick leave absence of over five (5) days, if allowed by Employer's insurance, (otherwise over three (3) days), an employee will be required to present a Doctor's statement stating the employee is fit to return to work.

- 8.5 Sick leave shall not be accrued while on leave of absence.
- 8.6 Employees will be allowed to utilize sick leave at up to eight (8) hours per day for any scheduled weekday. Additionally, sick leave may be utilized at five (5) hours per sixteen (16) hour week day call shift and eight (8) hours per twenty-four (24) weekend call shift. Employees will be allowed to utilize sick hours for leaves provided by the Family Medical Leave Act. This shall include appointments that must be scheduled during an employee's scheduled work shift. Paid sick leave will be allowed during hospitalization of a covered family member.

ARTICLE 9: PAID TIME OFF (PTO)

- 9.1 Paid Time Off ("PTO") Program is designed to meet an individual employee's need for personal time off or cash conversion.

PTO days may be used for vacation, illnesses, family emergencies, health or dental care, personal business and/or other elective absences.

- 9.2 Employees hired after the ratification of this agreement and who are hired with an authorized FTE of 0.6 or greater will participate only in the PTO Program.

PTO accrual is based upon actual hours worked.

Payment of PTO will be made at the employee's regular rate of pay.

Accrual of PTO commences upon hire. Employees are eligible to use accrued PTO immediately.

9.3 ACCRUAL TABLE FOR PTO

Years Of Service	Accrual Rate	1.0 FTE Annual Accumulation (in Days)
0<3	0.06538	17
3<6	0.06920	18
6	0.07692	20
7	0.08076	21
8	0.08461	22
9	0.08846	23
10	0.09230	24
11	0.09615	25
12	0.10000	26
13	0.10384	27
14+	0.10769	28

The maximum accumulation in an employee's PTO Bank will be one and one half (1½) times the employee's annual accrual. When the employee reaches the maximum accumulation, the accrual then begins in the employee's Reserve Bank. A maximum of four-hundred and eighty (480) hours may accumulate in the Reserve Bank. When hours are used in the PTO Bank, accruals end in the Reserve Bank and begin again in the PTO Bank.

- 9.4 Requests for PTO must be submitted to the employee's immediate supervisor as far in advance of the requested time off as possible. The immediate supervisor shall respond to requests for time off in advance of the date(s) requested, in accordance with department guidelines.

In the event of an unexpected illness or emergency, the employee is expected to provide as much notice as possible.

Management may limit the granting of PTO to assure proper staffing levels.

Notwithstanding the above, approval of PTO requests will be based upon total seniority within each department according to departmental guidelines, and will be coordinated with requests for Vacation time off from those employees covered under the Article 7 (Vacations). Management will review PTO and Vacation guidelines with staff on an annual basis, if requested. The Employer has the sole right to determine proper staffing levels.

- 9.5 Reserve Bank: An employee may opt to transfer any or all of the excess hours from her/his PTO Bank on a one for one basis to her/his Reserve Bank twice per year (June 1st and December 1st). A total of forty (40) hours must be left in the PTO Bank after hours have been transferred to the Reserve Bank.

Hours may accumulate in the Reserve Bank in the following ways:

- (A) accrual rollover from the PTO Bank upon reaching the maximum; or
- (B) optional transfer from the PTO Bank.

Once an employee has used three (3) consecutive days per calendar year of Regular PTO for illness or accident the employee may access her/his Reserve Bank following the first day of the illness or accident. If the employee elects to draw from her/his Reserve Bank, she/he will continue to draw down the Reserve Bank until the Reserve Bank balance is depleted.

- 9.6 Sell Back: Employees may “sell back” (cash out) Reserve Bank hours. A balance of forty (40) hours must be left in the Reserve Bank when selling back. Such sell back of Reserve Bank hours may be done twice per year (June 1st and December 1st). Payments will be made according to the following Schedule:

<u>Years of Service</u>	<u>Payment Percentage</u>
0 - 2	-0-
2 - 5	25%
5 - 8	40%
8 - 11	60%
11 - 14	80%
14+	100%

Upon termination of employment (voluntary or involuntary), the employee will be paid the remaining Reserve Bank hours in accordance with the above sell back schedule.

- 9.7 Bonus: Employees with an authorized FTE of 0.6 greater will receive a one-time bonus of PTO hours based upon the following schedule, pro-rated for FTE status.

20 years of Service	5 Days (40 Hours)
25 years of Service	5 Days (40 Hours)
30 years of Service	5 Days (40 Hours)

- 9.8 An employee from outside the bargaining unit who transfers into a position covered by this CBA will, if under the vacation/sick plans, have her/his unused vacation hours and sick leave hours converted to PTO in accordance with this Article.

Likewise, an employee who is covered under this CBA who bids on and accepts a different position within this CBA will, if under the vacation/sick plans, have her/his unused vacation hours and sick leave hours converted to PTO in accordance with this Article.

ARTICLE 10: INSURANCE

- 10.1 Medical Insurance: Beginning the first of the month following ninety (90) days of employment, employees with an FTE of 0.6 or greater will be eligible to participate in the Employer-sponsored group health insurance Plan “C” offered by the Employer, or other plan options as may be introduced in the future.

For those eligible employees electing to be covered under Plan “C”, the Employer shall pay eighty-five percent (85%) of the premium for single health

insurance coverage and seventy-five percent (75%) of the premium for single +1 and family health insurance coverage for those eligible employees electing to be covered by the insurance program. It is agreed that the Employer reserves the right to change, alter and/or modify the current health plan offered and/or select an alternative carrier during the term of this agreement. The Employer will notice the Union prior to implementing any change in health benefits.

- 10.2 Dental: The Employer will offer, without employee contribution, single dental coverage to full or part-time employees who have an FTE of 0.6 or greater. The coverage shall become effective on the first of the month following successful completion of ninety (90) days of employment upon entering or returning to an eligible status. If the employee wishes to obtain family dental coverage and if available under the rules of the carrier, the employee can obtain such coverage at her/his own expense if permitted by the carrier. It is agreed that the Employer reserves the right to change, alter and/or modify the dental coverage offered and/or select an alternative carrier during the term of this agreement. The Employer will notice the Union prior to implementing any change in health benefits.
- 10.3 Group Life Insurance: Full and part-time employees who have an FTE of 0.6 or greater shall be eligible for enrollment in the Employer's group term life insurance program. The Employer shall pay the premium. The coverage shall be in the face amount of one hundred percent (100%) of the employee's annual base salary, computed on the employee's regular rate of pay up to a maximum of fifty thousand dollars (\$50,000.00). The coverage shall become effective on the first month following successful completion of ninety (90) days of employment and shall be subject to the terms of the insurance policy and the rules of the insurer.
- 10.4 Long-Term Disability Insurance: The Employer shall enroll all employees who have an FTE of 0.6 or greater in its Long Term Disability Insurance program. The Employer shall pay one hundred percent (100%) of the premium for this insurance.

Article 11: RETIREMENT

- 11.1 The Employer shall make an annual contribution to an Employer-Sponsored Defined Contribution Plan for all eligible participants in the Plan who are credited with one thousand (1000) hours of service during the Plan year, and are employed by the employer on the last day of the Plan year. Employees who participate in the plan will be vested 50% after one (1) year of service with 1,000 hours and 100% after two (2) years of service with 1,000 hours.

Employees shall be eligible after attaining eighteen (18) years of age and one (1) year of service with 1,000 hours.

- 11.2 Effective July 1, 2010, the Employer contribution shall be five percent (5%) of the employee's wages through June 30, 2012. Effective July 1, 2012, and thereafter, the Employer contribution shall be the same percentage contribution as the contribution for non-contract employees. It is further understood that the annual contribution shall be made at the same time and in the same manner as contributions are made for non-contract employees.

ARTICLE 12: SENIORITY

- 12.1 Departmental seniority shall be granted to all employees, and shall be determined on the basis of the total number of hours worked for the Employer. All new employees shall be placed on the seniority list after the completion of a probationary period of five hundred twenty (520) hours and her/his seniority rights shall revert to the first day of employment. Total number of hours worked is defined as actual hours worked, and one third (1/3) of call hours.
- 12.2 An employee's seniority for any purpose shall be broken and terminated by:
- (A) Voluntary quitting employment;
 - (B) Discharge for cause;
 - (C) Failure to report back to work within one (1) calendar week after recall from layoff. Such recall notice shall be communicated by certified mail, return receipt requested. If an employee is unable to return from recall from layoff she/he must communicate by registered certified mail with the Employer as to their availability within one (1) week after receipt of notice of recall;
 - (D) Failure to apply for re-employment within statutory limitation after honorable discharge from military service;
 - (E) Retirement, total disability continuing for a period of one (1) year, and layoff after one (1) year has elapsed since the date of layoff.
- 12.3 When it becomes necessary for a reduction in force, part-time employees shall have their hours reduced and/or be laid off first. Then, if necessary, full-time employees' hours shall be reduced and/or be laid off. In such a reduction, or where a position is eliminated, a senior employee may exercise her/his seniority preference over a junior employee. Employees shall be recalled in the inverse order of layoff.

- Step 1. Casual part-time employees will be laid off in the inverse order of seniority.
 - Step 2. Regular part-time employees will be laid off in the inverse order of seniority.
 - Step 3. Full-time employees will be laid off in the inverse order of seniority.
- 12.4 A person employed to cover vacation periods, or do other special work of temporary nature, shall not be entitled to acquire seniority or other fringe benefits under the terms of this Agreement. If such person acquires a regular FTE position, seniority will commence as of the date she/he begins the regular FTE position. Such employee will be notified in writing of the temporary nature of her/his work, a copy of which will be sent to the Union.
- 12.5 If any vacancy or newly created position shall occur in the bargaining unit, such vacancy shall be posted on the bulletin board for five (5) calendar days. Any employee may apply in writing for such vacancy during such five (5) day period. The Employer may temporarily assign any employee to such vacancy during the five (5) day posting period. The senior employee who has applied shall be awarded the vacancy or new position, provided she/he has the necessary qualifications to perform the duties of the job.
- 12.6 Temporary vacancies in excess of thirty (30) days shall be posted for the present employees to bid on.
- 12.7 Charge position wages shall be paid to an employee temporarily filling in for the assigned charge position employee who is on a leave of absence greater than fourteen (14) consecutive calendar days.

ARTICLE 13: LEAVES OF ABSENCE

- 13.1 The SMDC Leaves of Absence Policy and Procedure (HR #0009) dated 10/09, or any successor policies provided 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.
- 13.2 Any employee who uses up their leave under the FMLA shall be granted up to an additional twelve weeks of leave if needed. This extension is contingent upon Essentia Health 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 their former position if vacant or a substantially equivalent position if one is available. The Employer shall not unreasonably withhold this additional leave.

ARTICLE 14: BEREAVEMENT LEAVE

- 14.1 Three (3) consecutive days' absence without loss of pay shall be allowed to an employee in the event of the death of a member of the employee's immediate family, namely: wife, husband, son, stepson, son-in-law, daughter, stepdaughter, daughter-in-law, father, stepfather, mother, stepmother, mother-in-law, father-in-law, sister, stepsister, sister-in-law, brother, stepbrother, brother-in-law, grandparents, step grandparents, grandchildren, step grandchildren, foster children, spousal grandparents, or legal guardian if the funeral is attended.
- 14.2 Compensation will only be allowed for scheduled work days in a consecutive three (3) day period following the death, with one of the days being the date of the service. If an employee has completed her/his shift on the day the death occurs, the next day shall be considered as the first day. The day of death shall be the first day if an employee has not worked the scheduled shift that day. Such absent days shall not be deducted from sick leave. An employee may take additional days in extenuating circumstances as leave without pay.
- 14.3 An employee who must travel over five hundred (500) miles one way to attend such funeral shall receive an additional two (2) days' funeral leave of absence with pay.

Article 15: JURY DUTY

- 15.1 Employees who are required and who report for jury duty shall be paid by the Employer for each day partially or wholly spent in performing jury duty an amount equal to the difference the employee's regular straight time hourly rate times the number of hours that she/he otherwise would have been scheduled to work and the compensation received for jury duty (excluding amounts received as reimbursement for expenses or as a travel allowance). Such hours paid for shall not be counted as hours worked for purposes of computing overtime.
- 15.2 Employees who are summoned to jury duty will be expected to communicate daily with management who will determine departmental staffing needs and decide whether the employee will be required to report for all or some of their scheduled shift.
- 15.3 In order to be eligible to receive payment under this article, an employee must notify her/his supervisor on her/his first workday after receipt of a notice to report for jury duty and must furnish satisfactory evidence that jury duty was performed

and the amount of compensation received for such service on the days for which payment is claimed.

- 15.4 If an employee is summoned to testify by the Employer the employee will be paid at her/his rate of pay for hours spent at the hearing. Additionally, mileage and time from the workplace to the hearing and back will be paid the employee as appropriate.

ARTICLE 16: DISMISSALS AND SUSPENSIONS

- 16.1 The Employer shall not discharge nor suspend any employee without just cause. In cases of discharge, the Employer shall give at least one (1) warning notice of the complaint against such employee to the employee, in writing, and a copy of the same to the Union. No warning notice need be given to an employee where she/he is discharged for:

- 1) Dishonesty;
- 2) Incompetence or negligence;
- 3) Disclosing to unauthorized persons confidential or privileged information, including patient information and/or personal affairs;
- 4) Mistreatment, inconsiderate treatment, or neglect of patients;
- 5) Dispensing or personal use of prescription drugs without the approval of a physician;
- 6) Intoxication or being at work under the influence of narcotics or other drugs not prescribed by a physician;
- 7) Consumption or possession of illegal drugs or alcohol on Employer premises;
- 8) Theft;
- 9) Threatening behavior or fighting on Employer premises; and/or
- 10) Insubordination (refusal to perform duties assigned by a superior or to follow reasonable direction given by a superior), provided such duties are not of themselves illegal acts or hazardous.

- 16.2 No warning notice need be given in the instance of a suspension, which is defined as a removal from the payroll for a period of time with the right to be reinstated without loss of seniority at the end of said period of time.

- 16.3 Any disciplinary actions to be taken against employees may be handled in the presence of the employee and her/his Union Representative if the employee requests representation. The Employer may have representation of personnel who are involved with the issue.

- 16.4 A warning notice shall not remain in effect for a period of more than twelve (12) months from the date of the corrective action.
- 16.5 All discharges must be by written notice to the employee and the Union.
- 16.6 An employee's refusal to accept work other than for personal illness or serious illness in the immediate family (spouse, dependent children or parents) or for any legal or legitimate excuse will be considered a resignation. The Employer shall mail a notice to the employee at her/his last known address advising her/him that she/he has been terminated. Failure to furnish the Employer with a satisfactory reason within ten (10) days of mailing of such notice shall be considered as a voluntary resignation.

If an employee who fails to report to work as scheduled also fails to furnish the Employer with a justifiable excuse within forty-eight (48) hours thereof, or if an employee fails to report to work within one (1) week following the expiration of a leave of absence, such employee shall then be presumed to have resigned and her/his seniority and employment will be terminated. However, if such employee can thereafter furnish the Employer with reasonable proof that she/he could not report to work, or could not notify the Employer of her/his absence because of illness or unforeseen emergency or other justifiable reason, such employee shall be reinstated without any break in service.

ARTICLE 17: COMMITTEE OF LABOR AND MANAGEMENT

- 17.1 A Committee of Labor and Management will be formed to meet as needed, upon request by either party, to review and resolve problems between the Union, employees and Management. The Committee shall be made up of no more than three (3) representatives from the bargaining unit and three (3) from Management, unless the parties mutually agree to a greater number of people to serve on the Committee.

The parties may mutually agree to invite guests depending on the nature of the problem set for discussion, and the department(s) or employee(s) identified as being affected. An agenda will be prepared and distributed to both parties prior to the meeting, and the business of that meeting shall be limited to that agenda.

ARTICLE 18: GRIEVANCE PROCEDURE

- 18.1 Definition of Grievance: A grievance is an alleged violation of specific terms and conditions of this Agreement.

18.2 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 by the grieving party 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 agreement.

18.3 The Employer will attempt to adjust all grievances which may arise by virtue of the Agreement or otherwise in the following manner:

Step 1. Within ten (10) days of the alleged incident giving rise to the grievance, the employee shall informally meet with his/her immediate supervisor to discuss the issue. The employee may choose to have a Union steward present at this meeting. The Union Staff Representative shall have the right to directly discuss the grievance with Essentia Health's Employee and Labor Relations Staff in an attempt to resolve the grievance.

Step 2. In the event no settlement is reached at Step 1, it shall reduce its grievance to writing, specifically listing the provisions of the Agreement that were allegedly violated, and submit it to the Employer as well as Essentia Health's Employee and 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 period during which the alleged violation occurred.

Within fifteen (15) calendar days following receipt of the grievance the Employer's designee, a member of Essentia Health's Employee and Labor Relations staff, the employee, the employee's supervisor and the union steward shall meet in an attempt to resolve the grievance. The Employer shall submit a written response to the grievance within fifteen (15) calendar days of such meeting.

Step 3. If the grievance is not resolved at Step 2, the parties, within fifteen (15) calendar days of the Employer's written response to Step 2, may mutually agree to enter into mediation, as an alternative means to resolution.

During the mediation process, the time limits in this Article shall be suspended. A mediator from the Federal Mediation and Conciliation Services shall be used, unless the parties mutually agree to another resource. No official records of the mediation sessions will be kept or distributed except that any agreement reached shall be reduced to writing. If agreement cannot be reached, the issue may be moved to arbitration. No discussions, actions, proposals, or anything said or done

by either party or the mediator, either verbally or in writing, may be used in the arbitration process.

The expenses and remuneration of the Chairman of the Board of Arbitration shall be borne by both parties equally. The time limitations specified in the grievance procedure may be extended by written approval of the parties hereto. The arbitrator may have jurisdiction and authority to interpret, apply or determine compliance with the provisions of this Agreement and such local working conditions as may hereafter be in effect at the hospital, insofar as shall be necessary to the determination of grievances appealed to the arbitrator.

Step 4. If the grievance is not resolved in Step 3, either the Employer or the Union may refer the matter to arbitration. The written request for arbitration must be received by the other party within fifteen (15) calendar days following receipt of the Step 2 response or the inability to resolve the issue at Step 3.

1. Arbitration Board: The arbitration request shall be referred to a Board of Arbitration composed of one (1) representative of the Union, one (1) representative of the Employer, and a third (3rd) neutral member to be selected by the first two (2). In the event that the first two (2) representatives cannot agree upon a third (3rd) neutral member within an additional five (5) days, such third (3rd) neutral member shall be selected from a list of seven (7) neutral arbitrators to be submitted by the FMCS. The decision of who shall strike the first listed arbitrator shall be determined by the toss of a coin.
2. The Employer and the Union, or the representatives of each designated in accordance with Step 4, may waive the requirement of a three (3) member panel and agree that the arbitration case may be heard and decided by a single neutral arbitrator.
3. A majority decision of the Board of Arbitration will be final and binding upon the Union, the Employer and the employees covered by this Agreement. The decision shall be made within thirty (30) calendar days following the close of the hearing.
4. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.
5. 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.

18.4 Duly authorized representatives of the Union shall have the right to accompany the Union Grievance Committee at all times in the discussion or adjustment of grievances, provided, however, that all such Union representatives and members of the Grievance Committee shall perform such functions on their own time.

ARTICLE 19: NO STRIKES OR LOCKOUTS

19.1 The Union agrees that during the term of this Agreement there shall be no strikes (economic, unfair labor practice, or otherwise), picketing, stoppages, or slowdown of work by the Union or any of its members, and the Employer agrees that during the term of this Agreement there shall be no lockouts by the Employer.

ARTICLE 20: TIME OFF FOR UNION ACTIVITY

20.1 Any employee elected by the Union to represent such Union which requires her/his absence from duty, shall upon application of one (1) calendar week's notice be allowed to attend such meetings in accordance with the following:

<u>Type of Meeting</u>	<u>Number of Delegates</u>	<u>Maximum Time Allowed</u>
International	1	14 Calendar Days
State Federation	1	7 Calendar Days
State Council	1	2 Calendar Days
District	1	1 Calendar Day
Contract Negotiations	2	

20.2 In the event that additional time off is necessary for these or other union business, such additional time off may be granted subject to the approval of the Employer. The selection of the number of delegates shall not impair the operations of the Employer.

20.3 Employees shall be granted this time off without pay and without discrimination and without loss of seniority rights or any other rights granted by the contract.

ARTICLE 21: UNION ACCESS TO PREMISES

21.1 Duly authorized representatives of the Union who customarily handle grievances shall have access to the premises of the Employer at reasonable times and

subject to reasonable rules to investigate grievances with which they are concerned. Prior authorization must be obtained from the Administrator or acting Administrator so as not to interfere in any way to operation of the Employer. The designated Union Steward shall be allowed reasonable work time to fulfill the necessary functions of the office.

Article 22: DRUG AND ALCOHOL

22.1 The SMDC Policy and Procedure for Drug and Alcohol Testing for Employees (Policy #HR 0001), effective 06/2007, or any successor policies provided such policies contain no changes detrimental to employee rights, shall govern drug and alcohol testing under this collective bargaining agreement except for areas specifically addressed elsewhere in this collective bargaining agreement. A copy of the current policy in effect shall be made available to all employees.


ARTICLE 23: WAGE ADMINISTRATION AND SALARY SCHEDULE

- 23.1 If an employee resigns and is rehired within six (6) months, **she/he** will be reinstated at the same increment step on the wage scale. If said employee is rehired after more than six (6) months, but less than twelve (12) months, **she/he** shall be paid one increment lower on the wage scale. If the absence is for twelve (12) months or more, the employee will start at level as allowed in Section 22.3.
- 23.2 The salary schedule for all employees covered under this Agreement shall be that which is shown as Appendix "A" and attached hereto and shall become a part of this Agreement.
- 23.3 New employees shall be given one hundred percent (100%) credit for previous relevant (identical) experience as applied to salary. Incumbents will be afforded a one-time opportunity to provide documentation of their previous experience for calculation of the appropriate credit and wage adjustment, if applicable.
- 23.4 All new Full-time and Part-time imaging Services Technologists to be hired will become competent within six (6) months from date of hire in X-Ray and CT.
- 23.5 A) Increase shift differential to One Dollar and Fifty-Cents (\$1.50) per hour
- B) Shift differential of one dollar and fifty cents (\$1.50) per hour shall be paid to employees who work full shifts that are scheduled during the time period of 1500 – 0700 (3:00 pm – 7:00 am). Employees will receive shift differential for a full shift if the majority of hours are worked after 1500.


ARTICLE 27: DURATION OF AGREEMENT

27.1 This Agreement shall become effective and remain in full force and effect from July 1, 2013, through June 30, 2016, and thereafter from year to year, unless either party shall give written notice to the other party at least ninety (90) days prior to the expiration date of its desire to amend or terminate this Agreement.

For Essentia Health – Northern Pines Medical Center – Aurora, MN



Diane Davidson
Chief Human Resources Officer

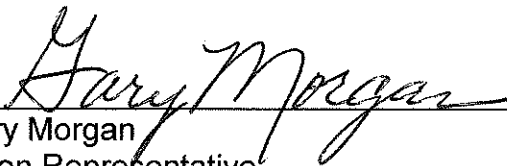


Sara Dorfman
Director of Employee and Labor Relations



Laura Ackman
Administrator

For United Food and Commercial Workers



Gary Morgan
Union Representative

APPENDIX A – Wages

UFCW - Tech	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	10 Year	12 Year	15 Year	20 Year
7/1/2014 - INCUMBANTS ONLY												
Lab Tech	\$17.61	\$17.98	\$18.33	\$18.70	\$19.08	\$19.46	\$19.83	\$20.24	\$21.49	\$22.34	\$23.72	\$24.19
Dept Head (Operator)	\$18.81	\$19.57	\$20.36	\$20.77	\$21.19	\$21.60	\$22.02	\$22.48	\$22.93	\$23.40	\$23.86	\$24.57
Rad Tech	\$20.57	\$20.98	\$21.38	\$21.83	\$22.26	\$22.69	\$23.15	\$23.60	\$25.06	\$26.09	\$27.66	\$27.94
Pharmacy Tech											\$20.35	\$20.55
Lab Spv (Charge)	\$22.79	\$23.56	\$24.40	\$24.83	\$25.23	\$25.67	\$26.12	\$26.59	\$27.06	\$28.02	\$28.58	\$28.75
7/1/2014 - NEW HIRES ONLY												
UFCW - Tech	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	10 Year	12 Year	15 Year	
Lab Tech	\$17.61	\$17.98	\$18.33	\$18.70	\$19.08	\$19.46	\$19.83	\$20.24	\$21.49	\$22.34	\$23.72	
Rad Tech	\$20.57	\$20.98	\$21.38	\$21.83	\$22.26	\$22.69	\$23.15	\$23.60	\$25.06	\$26.09	\$27.66	
Pharmacy	\$15.13	\$15.41	\$15.72	\$16.04	\$16.36	\$16.70	\$17.03	\$17.36	\$18.44	\$19.16	\$20.35	
CT / Ultrasound	\$25.40	\$25.91	\$26.44	\$26.95	\$27.50	\$28.04	\$28.61	\$29.18	\$30.97	\$32.22	\$34.21	
7/1/2015 - INCUMBANTS ONLY												
UFCW - Tech	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	10 Year	12 Year	15 Year	20 Year
Lab Tech	\$17.79	\$18.16	\$18.51	\$18.89	\$19.27	\$19.65	\$20.03	\$20.44	\$21.70	\$22.56	\$23.96	\$24.44
Dept Head (Operator)	\$19.00	\$19.77	\$20.56	\$20.97	\$21.40	\$21.82	\$22.24	\$22.71	\$23.16	\$23.63	\$24.10	\$24.82
Rad Tech	\$20.78	\$21.19	\$21.59	\$22.05	\$22.48	\$22.92	\$23.38	\$23.84	\$25.31	\$26.35	\$27.94	\$28.22
Pharmacy Tech											\$20.55	\$20.76
Lab Spv (Charge)	\$23.01	\$23.80	\$24.64	\$25.08	\$25.49	\$25.93	\$26.38	\$26.86	\$27.33	\$28.30	\$28.87	\$29.04
7/1/2015 - NEW HIRES ONLY												
UFCW - Tech	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	10 Year	12 Year	15 Year	
Lab Tech	\$17.79	\$18.16	\$18.51	\$18.89	\$19.27	\$19.65	\$20.03	\$20.44	\$21.70	\$22.56	\$23.96	
Rad Tech	\$20.78	\$21.19	\$21.59	\$22.05	\$22.48	\$22.92	\$23.38	\$23.84	\$25.31	\$26.35	\$27.94	
Pharmacy Tech	\$15.28	\$15.56	\$15.88	\$16.20	\$16.52	\$16.87	\$17.20	\$17.53	\$18.62	\$19.35	\$20.55	
CT / Ultrasound	\$25.65	\$26.17	\$26.70	\$27.22	\$27.78	\$28.32	\$28.90	\$29.47	\$31.28	\$32.54	\$34.55	

APPENDIX B – Wage Scale 7/1/13 – 6/30/14

7/1/2013 UFCW - Tech @ NPMC	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	10 Year	12 Year	15 Year	20 Year
Lab Tech	16.81	17.50	18.20	18.58	19.04	19.33	19.71	20.09	20.50	20.92	21.34	21.98
Dept Head (Operator)	18.44	19.19	19.96	20.36	20.77	21.18	21.59	22.04	22.48	22.94	23.39	24.09
Rad Tech	18.21	19.52	20.09	20.81	21.65	21.68	21.70	22.20	22.74	23.22	23.60	23.63
Lab Spv (Charge)	22.34	23.10	23.92	24.34	24.74	25.17	25.61	26.07	26.53	27.47	28.02	28.19
CT / Ultrasound	22.90	24.30	25.10	25.78	26.42	26.66	26.91	27.14	27.77	28.63	29.48	29.58
Pharm Tech											19.00	19.25