

# **Northern Pines Medical Center Lab-Imaging-Pharmacy Technicians**

**Contract**

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**Effective  
07/01/2022 – 06/30/2025**

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**United Food and Commercial Workers Union Local 1189**

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**COLLECTIVE BARGAINING  
AGREEMENT**

**BY AND BETWEEN**

**NORTHERN PINES MEDICAL CENTER  
LAB - IMAGING - PHARMACY  
TECHNICIANS**

**AND**

**UNITED FOOD  
and  
COMMERCIAL WORKERS UNION  
LOCAL 1189**

**JULY 1, 2022 – JUNE 30, 2025**



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**NORTHERN PINES MEDICAL CENTER, AURORA MINNESOTA  
EFFECTIVE July 1, 2022 – June 30, 2025**

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## **Agreement**

This Agreement dated the first day of July, 2022, 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.

- 2.5 After the conclusion of the Employer's scheduled general orientation program for new hires, a representative of the Union will be allowed up to fifteen (15) minutes to meet with new bargaining unit members at a convenient time during a regularly scheduled work day.

### **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, the employee shall be compensated at one and one-half (1½) times the regular hourly 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. (Also See 6.10 A)

- 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.

If an employee is unable to take the employee's scheduled one-half (1/2) hour meal break, the Employer may permit the employee to end the shift one-half (1/2) hour early.

The Employer may permit an employee who has completed call duty on the night shift, and is working the following day shift, to waive the one-half (1/2) hour unpaid meal break and clock out one-half (1/2) hour early.

- 4.3 When an employee is called out to work on other than the employee's 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 the employee's schedule without having been notified not to report, the employee 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, the employee shall be compensated for the difference between the hours worked that day and a regular eight (8) hour day.

- (A) VTO – Voluntary time off is defined as non-paid time off initiated by either the Employee or Employer and approved by the Employer. VTO hours do accrue benefits but do not count toward the computation of overtime. For purposes of compensation Employees may choose to use PTO or vacation time.

- (B) MTO – Mandatory time off is defined as non-paid time off assigned to an Employee by the Employer. MTO hours do accrue benefits but do not count toward the computation of overtime. For purposes of compensation Employees may choose to use PTO or vacation time.

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

- 4.6 If the Employer chooses to add an off-shift position, (other than a day shift) the process will recognize seniority. If the new position requires an additional FTE, the position shall get posted and shall be awarded by seniority amongst the current employees. If no employee is awarded the position, the Employer may hire an external candidate to fill the position. If the position does not require an additional FTE, the position will be filled by seniority (Inverse order).

**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, to non-overtime employees first, then to casual employees before offering open shifts/hours to employees in an overtime status.
- 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 as of 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, or with management approval the employee may find a replacement to work the shift. 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 the employee's vacation, the employee 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 as of April 26, 2011 and who have been employed for three (3) years will be allowed two (2) personal holidays at the employee's discretion.
- 6.9 Recognition Day: Only those employees who are: (a) employed by the Employer as of April 26, 2011 and who have been employed for ten (10) years or more shall receive one (1) extra day off with pay at the employee's 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 the employee's discretion with supervisory approval.
- 6.10 Holiday Call-In:
- (A) An employee scheduled for on-call on a holiday shall receive 2X the 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) the employee's regular hourly rate for each consecutive hour thereafter.
  - (B) 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: Paid Time Off (PTO)**

- 7.1 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.

- 7.2 Employees hired after April 26, 2011 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.

7.3 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-quarter (1¼) 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.

- 7.4 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.

- 7.5 Reserve Bank: An employee may opt to transfer any or all of the excess hours from the employee's PTO Bank on a one for one basis to the employee's Reserve

Bank twice per year (June 1<sup>st</sup> and December 1<sup>st</sup>). 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 the employee's Reserve Bank following the first day of the illness or accident. If the employee elects to draw from the employee's Reserve Bank, the employee will continue to draw down the Reserve Bank until the Reserve Bank balance is depleted.

7.6 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 1<sup>st</sup> and December 1<sup>st</sup>). 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%

Employees electing to sell back Reserve Bank hours must submit an irrevocable election by December 31 of the calendar year immediately preceding the calendar year in which the Reserve Bank hours will be cashed out and payment made. The employee may elect to have the payment made twice per year (June 1<sup>st</sup> and December 1<sup>st</sup>).

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.

7.7 Bonus: Employees with an authorized FTE of 0.6 or 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)

7.8 An employee from outside the bargaining unit who transfers into a position covered by this CBA will, if under the vacation/sick plans, have the employee's unused

vacation hours and sick leave hours converted to PTO in accordance with the conversion provisions in section 9.9 of 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 the employee's unused vacation hours and sick leave hours converted to PTO in accordance with the conversion provisions in section 9.9 of this Article.

- 7.9 Bargaining unit members will have the option to elect to convert to PTO annually. Once such change is elected, the employee will not be able to return to Vacation and Sick. Employees electing this option shall have their unused vacation and sick leave accruals converted to PTO in accordance with the following:
- (A) Vacation hours will be rolled into the regular PTO bank, to a maximum of one and one-half (1 ½) times the annual PTO accrual. Vacation hours in excess of the maximum shall be rolled into the Reserve Bank and subject to the sellback provision under section 9.6 of this Article.
  - (B) Up to forty-eight (48) hours of sick leave shall be rolled into the regular PTO bank. Any remaining hours of accumulated sick leave shall be placed into a "Sick Leave Bank."
  - (C) The order by which banked hours shall be used is PTO in accordance with section 9.5 of this Article first, Reserve Bank second, Sick Leave Bank third, returning to PTO as needed.
  - (D) Once a bargaining unit member's Sick Leave Bank hours have been exhausted, that bank will be terminated.

## **ARTICLE 8: Insurance**

- 8.1 Medical Insurance: Beginning the first of the month following date of hire, employees with an FTE of 0.6 or greater will be eligible to participate in the Employer-sponsored group health insurance Plan(s) offered by the Employer. All employees covered under this collective bargaining agreement shall have the option to be enrolled in plans made available to non-contract employees as such plans may be amended from time to time at the sole discretion of the Employer

Commencing with health insurance plan year 2019, and all years thereafter, the Employer shall have the right to change the premium rates and structures, change the insurance program, and/or select an alternate carrier. The parties have agreed to meet and confer prior to the effectuation of substantive changes.

- 8.2 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.

Employees will participate in the dental coverage to the same extent and on the same terms and conditions as non-contract employees as such programs may be amended from time to time in the sole discretion of the Employer. The Employer will notify the Union prior to implementing any change in health benefits

- 8.3 Group Life Insurance: Full and part-time employees who have an FTE of 0.6 or greater shall be eligible to participate in the Employer's Group Life Insurance Program to the same extent and on the same terms and conditions as non-contract employees as such Program may be amended from time to time at the sole discretion of the Employer. The Employer shall pay the premium.
- 8.4 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. The coverage shall become effective on the first of the month following date of hire and shall be subject to the terms of the insurance policy and the rules of the insurer.

#### **ARTICLE 9: Retirement**

- 9.1 401(k) Plan: Benefit Eligible employees shall continue to be enrolled in the Employer sponsored 401(k) plan that is available to non-contract employees unless they affirmatively opt-out of the plan. An employee's participation in the plan shall comply with and shall be governed by the terms of the plan. In the event of any conflict between the plan and this Article, the terms of the plan shall prevail.
- 9.2 Employee's Default Contribution Rate: Unless and until the employee elects otherwise, the employee will be auto-enrolled in the 401(k) plan at a voluntary contribution rate of four percent (4%) which shall be paid by the employee through automatic payroll deductions.
- 9.3 Employer's Matching Contribution: The employer shall make a matching contribution to the eligible participating employee's 401(k) account equal to one-half of the percentage the employee voluntarily contributes to the employee's 401(k) account through payroll deductions, up to a maximum of two percent (2%) of the employee's annual compensation for the year. (Example: If an employee voluntarily contributes two percent (2%) to the employee's 401(k) account, the employer's contribution to the 401(k) shall be one percent (1%). Example: If an employee voluntarily contributes five percent (5%) to the employee's 401(k) account, the employer's contribution to the 401(k) account shall be two percent (2%).
- 9.4 Employer's Discretionary Contribution: Participating employees who are credited with one thousand (1,000) or more hours of service during the plan year and who are employed on the last day of the plan year shall be eligible to receive an

employer's discretionary contribution to the employee's 401(k) account of not less than three percent (3%).

## **ARTICLE 10: Seniority**

- 10.1 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 the employee's 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.
- 10.2 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, the employee must communicate by registered certified mail with the Employer as to the employee's 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.
- 10.3 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 the employee's 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.
- 10.4 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 the employee 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.

- 10.5 If any vacancy or newly created position shall occur in the bargaining unit, such vacancy shall be posted electronically for five (5) calendar days. Any employee may apply 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 within the posting period shall be awarded the vacancy or new position, provided the employee has the necessary qualifications to perform the duties of the job.
- 10.6 Temporary vacancies in excess of thirty (30) days shall be posted for the present employees to bid on.
- 10.7 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 11: Leaves of Absence**

- 11.1 Employees will be eligible for family and medical leave consistent with the Employer's Family and Medical Leave (FMLA) and Miscellaneous Leave of Absence policies as may be amended from time to time by the Employer.

#### **ARTICLE 12: Bereavement Leave**

- 12.1 The Employer's policy on funeral leave, as may be amended from time to time, shall govern funeral leave under this collective bargaining agreement.
- 12.2 An employee will be compensated for time off up to a maximum of three (3) regularly-scheduled workdays or scheduled PTO/Vac days in an amount equal to the employee's straight time hourly rate times the number of hours the employee would have been scheduled to work. Payment will be made for a day of absence only if such day is one of the three (3) days either commencing with the day of death or with the day of the funeral or memorial service, or the day that immediately follows the day of the funeral or memorial service.
- 12.3 An employee, traveling greater than five hundred (500) miles one way shall be granted two (2) additional days of leave for which the employee may use vacation or paid time off ("PTO") if available.

#### **ARTICLE 13: Jury Duty**

- 13.1 The Employer's policy on jury duty, as may be amended from time to time, shall

govern jury duty under this collective bargaining agreement.

#### **ARTICLE 14: Dismissals And Suspensions**

14.1 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 the employee 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.

14.2 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.

14.3 Any disciplinary actions to be taken against employees may be handled in the presence of the employee and the employee's Union Representative if the employee requests representation. The Employer may have representation of personnel who are involved with the issue.

14.4 A warning notice shall not remain in effect for a period of more than twelve (12) months from the date of the corrective action

14.5 All discharges must be by written notice to the employee and the Union.

14.6 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 the employee's last known address advising the



employee that the employee 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 the employee's seniority and employment will be terminated. However, if such employee can thereafter furnish the Employer with reasonable proof that the employee could not report to work, or could not notify the Employer of the employee's absence because of illness or unforeseen emergency or other justifiable reason, such employee shall be reinstated without any break in service.

### **ARTICLE 15: Committee of Labor and Management**

15.1 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 16: Grievance Procedure**

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

16.2 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.

16.3 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 the employee's 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.

16.4 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 17: No Strikes or Lockouts**

17.1 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 18: Time Off for Union Activity**

18.1 Any employee elected by the Union to represent such Union which requires the employee's absence from duty, shall upon application of two (2) calendar weeks' 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	

18.2 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.

18.3 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 19: Union Access to Premises**

19.1 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 20: Drug and Alcohol**

20.1 The employer's policies on Minnesota drug and alcohol testing, as may be amended from time to time provided such policies contain no changes detrimental to employee rights shall govern drug and alcohol testing under this collective bargaining agreement.

## **ARTICLE 21: Wage Administration and Salary Schedule**

- 21.1 If an employee resigns and is rehired within six (6) months, the employee will be reinstated at the same increment step on the wage scale. If the absence is for six (6) months or more, the employee will start at level as allowed in Section 23.3.
- 21.2 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.
- 21.3 New employees shall be given one hundred percent (100%) credit for previous relevant experience as applied to salary.
- 21.4 All new Full-time and Part-time imaging Services Technologists to be hired will become competent within six (6) months from date of hire for X-Ray, and one year to become certified from the date of hire for CT.
- 21.5 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.

Those day shift employees who work beyond 1500 will not qualify for shift differential, unless working a full double shift. Those day shift employees who commence work prior to 0700 will not qualify for shift differential for the time prior 0700, unless working a double shift that commenced at 2300 the previous night.

- 21.6 Employees designated as Team Lead shall receive an additional two dollars (\$2.00) per hour, in addition to their regular rate of pay.

## **ARTICLE 22: General Provisions**

- 22.1 It shall be provided that applicable pay rates will be paid to all employees required by the Employer to attend mandatory in-service meetings.

## **ARTICLE 23: Separability**

- 23.1 Any term, Article, Section or paragraph of this Agreement which is not in conformance with any state or federal law or statute shall be stricken from this Agreement and a substitute for same shall be negotiated.

## **ARTICLE 24: Successor Clause**

- 24.1 The Union will be notified in writing by the Employer at least thirty (30) days prior to any consolidation, merger, sale, partnership, and/or similar legal agreement

(herein after referred to as a "Transaction"). The Employer agrees that, as a condition of any Transaction, the Employer will attempt to obtain a commitment from the other party or parties to the Transaction that the entity resulting from the Transaction will recognize the Union as the representative of the covered employees and will follow the legally allowed terms of this Agreement until a new agreement has been negotiated. Essentia Health will meet with representatives of the Union to negotiate regarding the effect of the Transaction on the covered employees.

#### **ARTICLE 25: Active Ballot Club**

25.1 The Employer agrees to deduct amounts designated by employees for the UFCW Active Ballot Club (ABC) when the Employer has been furnished an individual written authorization for making such deductions. It is agreed that the ABC authorization is to be voluntary. The Employer agrees to remit the ABC contributions to Local #1189 in the same manner as the Union dues.

#### **ARTICLE 26: Tuition Reimbursement**

- 26.1 Bargaining unit employees will be eligible for tuition reimbursement to the same extent and on the same terms and conditions as non-contract employees as such Program may be amended from time to time at the sole discretion of the Employer.
- 26.2 Reimbursement, upon verification of payment, for required CEUs shall be provided when an employee incurs a cost to obtain required CEUs, up to \$10.00 per CEU.

#### **ARTICLE 27: Duration of Agreement**

27.1 This Agreement shall become effective and remain in full force and effect from July 1, 2022, through June 30, 2025, 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 (Sep 25, 2022 14:25 EDT)

Diane Davidson  
Chief Human Resources Officer


  
Laura Ackman (Sep 19, 2022 13:53 CDT)

Laura Ackman  
COO, Essentia Health – Aurora


  
Diana Kallberg (Sep 16, 2022 12:56 CDT)

Diana Kallberg  
Director of Nursing, Essentia Health – Aurora

  
\_\_\_\_\_  
John Haberman  
Director of Labor Relations

  
\_\_\_\_\_  
Jason Baasten  
Labor Relations

**For United Food and Commercial Workers**

  
Adam J Evenstad (Sep 29, 2022 09:13 CDT)

Adam Evansted  
Union Representative

## APPENDIX A

### Wage Schedule

Medical Lab Technician	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year	10 Year	12 Year	15 Year
7/1/2022	\$22.14	\$22.71	\$23.28	\$23.84	\$24.41	\$24.98	\$25.55	\$26.12	\$26.68	\$27.25	\$27.82	\$28.96	\$30.66
7/1/2023	\$22.80	\$23.39	\$23.97	\$24.56	\$25.14	\$25.73	\$26.31	\$26.90	\$27.48	\$28.07	\$28.65	\$29.82	\$31.58
7/1/2024	\$23.37	\$23.97	\$24.57	\$25.17	\$25.77	\$26.37	\$26.97	\$27.57	\$28.17	\$28.77	\$29.37	\$30.57	\$32.37

Radiologic Technologist	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year	10 Year	12 Year	15 Year
7/1/2022	\$26.09	\$26.59	\$27.05	\$27.56	\$28.08	\$28.58	\$29.11	\$29.63	\$30.21	\$30.79	\$31.34	\$32.55	\$34.41
7/1/2023	\$26.88	\$27.39	\$27.86	\$28.39	\$28.92	\$29.44	\$29.98	\$30.52	\$31.12	\$31.72	\$32.28	\$33.53	\$35.44
7/1/2024	\$27.55	\$28.07	\$28.55	\$29.10	\$29.65	\$30.17	\$30.73	\$31.29	\$31.90	\$32.51	\$33.09	\$34.37	\$36.32

CT Technologist	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year	10 Year	12 Year	15 Year
7/1/2022	\$29.76	\$30.36	\$30.97	\$31.57	\$32.22	\$32.85	\$33.51	\$34.18	\$34.86	\$35.57	\$36.29	\$37.74	\$40.08
7/1/2023	\$30.65	\$31.27	\$31.90	\$32.51	\$33.19	\$33.84	\$34.52	\$35.20	\$35.90	\$36.64	\$37.38	\$38.87	\$41.28
7/1/2024	\$31.42	\$32.05	\$32.69	\$33.33	\$34.02	\$34.68	\$35.38	\$36.08	\$36.80	\$37.56	\$38.31	\$39.84	\$42.31

Pharmacy Technician	Start	1 Year	2 Year	3 Year	4 Year	5 Year	6 Year	7 Year	8 Year	9 Year	10 Year	12 Year	15 Year
7/1/2022	\$17.25	\$18.22	\$18.96	\$19.86	\$20.77	\$21.69	\$21.87	\$22.05	\$22.24	\$22.42	\$22.60	\$23.05	\$23.73
7/1/2023	\$17.42	\$18.40	\$19.15	\$20.06	\$20.98	\$21.91	\$22.09	\$22.28	\$22.46	\$22.65	\$22.83	\$23.29	\$23.97
7/1/2024	\$17.59	\$18.58	\$19.34	\$20.26	\$21.19	\$22.13	\$22.31	\$22.50	\$22.68	\$22.88	\$23.06	\$23.52	\$24.21