

Agreement By and Between

**COMMUNITY MEMORIAL HOSPITAL ASSOCIATION
Cloquet, Minnesota**

and

**UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL NO. 1189**

November 1, 2020 through October 31, 2023

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AGREEMENT

THIS AGREEMENT, made and entered into this 1st day of November, 2020 by and between COMMUNITY MEMORIAL HOSPITAL ASSOCIATION, Cloquet, Minnesota, a not for profit organization for and on behalf of the Community Memorial Hospital, hereinafter referred to as either the "EMPLOYER" or the "HOSPITAL," and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL NO. 1189, Duluth, Minnesota, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "UNION."

WITNESSETH PREAMBLE

PURPOSE AND INTENT

It is the intent and purpose of the parties hereto to set forth herein the basic agreement between them for the term hereof, covering the rates of pay, wages, hours, benefits and other conditions of employment to be observed and kept between the parties hereto for the employees covered by the terms of this contract.

All Employer rights, functions, responsibilities and authority, not specifically limited by the express terms of this Agreement, are retained by the Employer and remain exclusively within the rights of the Employer.

EQUAL OPPORTUNITY STATEMENT

It is agreed through negotiations with UFCW Local 1189 that Community Memorial Hospital Association will provide Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Opportunity laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof, specifically Minnesota Statutes 363A.

Community Memorial Hospital Association through responsible managers shall recruit, hire, train, and promote in all job titles without regard to race, color, faith, religion, national origin, sex, ethnic group, sexual orientation, disability, age, marital status, veteran status, and status with regard to public assistance.

Article 1 – Recognition

- 1.1 The Employer recognizes the Union as the exclusive bargaining representative for the following classifications or eligible status employees as a separate and distinct unit:

Patient Access Representative, Customer Account Representative, Data Processor, Switchboard Operator/Receptionist, Health Unit Coordinator, Physical Therapy Administrative Assistant I, Physical Therapy Administrative Assistant II, Physical Therapy Administrative Assistant III, Speech/OT Administrative Assistant, Pharmacy Technician, Certified Pharmacy Technician, Imaging Services Administrative Assistant and any other classifications added to the office unit,

excluding all other employees covered by another union, all professional employees, all supervisory employees, the Health Information department employees and all confidential employees.

- 1.2 The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this Contract either individually or collectively which in any way conflicts with the terms and conditions of this contract.

Article 2 – Union Security

- 2.1 The Employer will not discriminate against any employee because of membership in the Union or for any legitimate Union activity conducted by such employee. The Union agrees, however, that the Union and the employees covered by this contract will not conduct or carry on any Union activities on the Employer's premises which will materially interfere or tend to interfere with the operation of the Hospital.

All employees on the date of the execution of this instrument shall become and remain members of the Union as a condition of employment, and all new employees shall become and remain member of the Union within thirty-one (31) days after the hiring date as a condition of employment.

2.2 Union Membership

- A. **Application** – Each new employee, at the time of hire, shall sign a furnished union application card in triplicate. Two signed copies are then sent to the union and one is kept by the hospital. Union membership begins 31 days from the date on the union application form.
- B. **Dues** – The union initiation fee and dues will be deducted from the employee's paycheck in 26 equal payroll periods every year of employment. The union sends a billing to the hospital for all members monthly. The hospital verifies the listing is complete and identifies those who are no longer employed or individuals newly hired then pays the invoice.
- C. **Liability** – The Union shall indemnify and hold the Hospital harmless against any and all claims, demands, suits and other forms of liability that shall arise out of or by reason of action taken or not taken by the Hospital for the purpose of complying with any of the provisions of this Article.

- 2.3 The Union will be notified when there are newly hired employees prior to orientation. Newly hired employees will be provided the Collective Bargaining Agreement and contract information for the union representative.

ARTICLE 3 – PAID TIME OFF (PTO)

3.1. Definitions

- A. **Paid Time Off** – All eligible employees covered by the terms of this Contract will be provided paid time off (PTO) for purposes of vacation, holiday, personal time off and sick leave. It is intended that as much as possible, time away from

work will be scheduled and approved in advance consistent with the process in this article.

B. Anniversary Date – For the purpose of this article, anniversary date will be defined as an employee's most recent date of hire, or the date the employee works sufficient hours to earn paid time off benefits, whichever is later.

3.2 Eligibility – An employee eligible to earn PTO will accrue PTO from date of hire and will become available upon successful completion of the probationary period. Once an employee is eligible for benefits, they will be credited with PTO accrual for all hours paid from their hire date.

3.3 Employee must have enough PTO to meet their minimum FTE to then take their previously granted time off.

3.4 PTO Accrual

A. Hourly Credit – Eligible employees will accrue paid time off based on the employee's anniversary date for all hours paid (including overtime hours and on-call hours) in accordance with the following schedule:

Length of Continuous Service	Accrual Rate	PTO Maximum Cap in Hours
Start through Fourth (4 th) Anniversary	.092307 (192/2080)	232 hours
Fifth (5 th) Anniversary through Ninth (9 th) Anniversary	.111538 (232/2080)	272 hours
Tenth(10 th) Anniversary to Nineteenth (19 th) Anniversary	.130769 (272/2080)	312 hours
After 20 th Anniversary	.15 (312/2080)	352 hours

(Holiday Credit is included in Accrual Rate above.)

B. Maximum Accrual of PTO – Employees will accumulate PTO to a maximum amount, based on anniversary date, as listed in the chart above (yearly accumulation plus forty (40) hours). Once an employee has reached their maximum accumulation, the employee will cease earning additional PTO until the employee uses PTO or cashes PTO out, in accordance with 3.5.C below.

3.5 PTO Pay Out

A. Current Employees – When an employee takes PTO time, the employee's pay shall be calculated upon the employee's minimum FTE at their regular hourly rate.

B. Termination

1. Voluntary Termination with 2 Week Notice – If an employee gives proper notice of intent to terminate his/her employment with CMH, s/he will be paid out all available accrued PTO time at the time of termination.

2. **Voluntary Termination with No Notice** – If the employee does not give proper notice, 50% of accrued available PTO time will be paid out.
 3. **Upon Employee's Death** – In the case of a death of an employee, any PTO balance will be paid to the employee's beneficiary, or in absence thereof, to the employee's estate.
- C. **Cashing Out PTO** – An employee may request that PTO time of not less than eight (8) hours be cashed out, up to ten (10) separate occasions each calendar year. An employee may not cash out more than eighty (80) hours each calendar year. Notification of request to cash out will be in writing and in accordance with Employer's procedures.

3.6 **Scheduling PTO – Annual PTO Signup** – To schedule accrued paid time off in advance, the following procedures will be used. Each year all requests for PTO during the annual signup will be granted based on seniority in accordance with the following rules.

A. **Deadline** – All requests must be submitted on or before March 1st. Any employee not requesting PTO on or before March 1st, must then request PTO at times open and not granted to another employee.

B. **Restrictions**

1. **Blocks of PTO** – PTO requests approved during the annual sign up must be in at least one-week blocks. Employees may split requests for PTO in one (1), two (2), three (3) or four (4) week blocks or any combination of these.
 - a. **Blocks** – PTO week blocks must be taken Monday through Sunday for day/afternoon shifts and Sunday through Saturday for night shifts.
 - b. **Consecutive Weeks** – No more than two (2) consecutive weeks of PTO will be granted between Memorial Day and Labor Day unless all employees requesting PTO during this period have obtained requested times, if available. A third week will be granted in order of seniority if scheduling permits.
 - c. **Single Days** – During the annual PTO signup, no request for single days of PTO will be granted.
 - d. **Holiday Weeks** – Requests for PTO during the designated two week Christmas/New Year Holiday season will be granted on a rotating basis year to year among employees requesting this time period.
2. **Notification of Approval by Management** – Employees requesting PTO during the annual signup will have their requests granted by seniority to the maximum allotted slots for the department, provided such requests are in compliance with the above listed restrictions. PTO requests granted will be responded to by March 14th of that year. Requests that cannot be granted because they exceed the maximum number of vacation slots will be denied unless an employee notifies the Employer they want their requested PTO to be considered on a first request basis once scheduling needs are determined.

3.7 **Scheduling PTO – After the Annual Signup Period**

Except in departments where it is not possible, the following department vacation sign-up procedure may be implemented. PTO for vacation slips will be returned to employees signed, within two (2) weeks from request to let persons know if the vacation is granted or not.

1. **Requests** must be submitted in writing, which may include email, at least twenty-one (21) days in advance to the employee's manager or supervisor or per department policy.
2. **PTO request slips** will be communicated to the employee within two weeks of the request for week blocks, or for single days within two (2) weeks of when the request becomes eligible for approval.

3.8 **Unscheduled PTO** – Unscheduled time off for illness or family emergencies are absences that cannot be scheduled in advance. Employees must notify their supervisor per Employer and Department guidelines when the need to use unscheduled PTO arises. In cases when an employee is off work due to a personal illness, a form should be completed upon return to identify symptoms for infection control purposes.

3.9 **Weekends** – An employee's normal weekend off will not be affected because of PTO usage.

3.10 **Emergencies** – It is recognized that when emergencies on an employee's part occur, it may be necessary to change the PTO of an employee to another form of leave of absence. Once PTO is granted it cannot be changed except by mutual agreement between the Employer and employee.

3.11 **Holiday PTO**

A. **Recognized Holidays** – The following days shall be considered holidays:

New Year's Day	Labor Day
Easter	Thanksgiving Day
Memorial Day	Christmas Eve
July 4th	Christmas Day

In addition to the above designated holidays, employees are given PTO credit for a floating holiday.

B. **Pay on a Holiday – PTO Holiday Pay Practices** – An employee who is scheduled to work on the holiday will be paid time and one-half (1-1/2) for all hours worked on the holiday, except double time (2x) on Christmas Day. An employee who is not scheduled to work on the holiday will receive eight (8) hours of PTO at straight time on the holiday. The employer will make every effort to schedule holidays in an equitable fashion.

Article 4 – Uniforms

4.1 **Uniform Allowance** – All regularly scheduled employees who are required by the Employer to wear uniforms will be granted an annual uniform allowance on their anniversary date with receipts as follows:

- Full-time employees = \$100.00
- Part-time and casual employees = \$80.00

Payment will be made on each employee's anniversary date.

Article 5 – Termination of Employment

5.1 Voluntary Termination – Employees covered by this contract electing to resign or quit their employment will provide a two (2) week written notice. During this time period the employee will work any shift scheduled. The Employer will furnish the appropriate forms.

5.2. Involuntary Termination

A. The Employer would like each employee to enjoy a long and successful career. To that end, established performance and behavioral expectations have been developed. When it becomes necessary to address an employee's performance and/or behavior that are not meeting expectations a progressive discipline process will be used. The steps are outlined as: Verbal Warning, Written Warning, Suspension, and Termination. See Appendix A. There are some instances when performance or behavior is so seriously inappropriate that steps may be skipped or termination is immediate. Some examples are, but not limited to:

- dishonesty;
- stealing;
- intoxication or consumption of alcohol while on duty;
- abuse or neglect of patients, residents;
- violent behavior;
- carrying a weapon;
- job abandonment.

B. Any employee who is involuntarily terminated receives a formal letter indicating such with a copy of the same sent to the union.

C. The union or employee so terminated may grieve such action within 10 days thereof by written notice to the employer. See Article 9 Step 2, b.

D. Any wage due the employee upon termination shall be paid per Minnesota statute.

Article 6 – Miscellaneous

6.1 Bulletin Board – The Employer will provide space for the Union to post authorized material.

6.2 Employer Paid Rest Period – A twenty (20) minute paid rest period twice a day or twice in an eight (8) hour shift.

6.3 Time Off for Union Business – The Employer agrees to grant the necessary time off without pay and without discrimination to any employee designated by the Union to attend a labor convention or to service in any capacity on other official Union business.

- 6.4 **Job Descriptions** – The Employer shall supply a job description to each employee working in a classification covered by this Agreement. Any changes in job descriptions will be communicated to the employees and/or the Union to voice any objections in a timely manner.

Article 7 – Leaves of Absence

- 7.1 **Jury and Witness Duties** – An employee who responds to a call for Jury Duty or as a Witness under subpoena (for Hospital business only), shall receive his/her regular pay, less the amount of jury compensation or witness fees received by his/her, provided such compensation is less than the amount that he/she would have earned while performing his/her regular duties, and provided further:
- That the employee gives prior notice to their Employer;
 - The employee furnished the Employer with satisfactory evidence of their service on jury duty or as a witness;
 - The employee makes a reasonable effort to report for work during regular working hours to perform as much of their regular work as he can do.
- 7.2 **Funeral (Bereavement) Leave** – Employees shall be granted funeral leave with pay as follows:
- A. **Three (3) Paid Days** – In the case of the death of a mother, stepmother, mother-in-law, father, stepfather, father-in-law, brother, sister, husband, stepbrother, stepsister, stepchild, wife or child, or a grandchild of an employee, the Employer will grant a leave of absence with pay from the date of death until and including the day of the funeral, not to exceed three (3) paid days. (Father and mother, as herein used, shall mean the biological or adoptive parents of the employee.)
- B. **One (1) Paid Day** – In the case of death of a son-in-law, daughter-in-law, grandparent, the Employer will grant one (1) day leave of absence with pay.
- C. **Additional Days Unpaid or Paid** – The Employer may grant additional time off with or without pay from the date of death in unusual cases in which it is necessary for the employee to travel or be involved with funeral arrangements. The leave shall be consecutive days immediately around the funeral date, as the employee and supervisor mutually agree.
- 7.3 **Maternity Leave** – A pregnancy leave of absence without pay shall be granted to an employee in compliance with applicable state and federal laws, and providing that the request for leave of absence is supported by a physician's statement certifying that the employee is pregnant, and giving the anticipated date of birth. Such leave of absence will run concurrent with FMLA, be taken when the employee is no longer able to satisfactorily perform her duties and shall be uniformly applied to all employees. The Employer may require a physical examination to determine whether or not she is physically fit to return to work. Length of service benefits and seniority shall continue to accrue for six (6) months.

7.4 Leaves of Absence (LOA) –Employees shall be entitled to written leaves of absence for the following reasons:

- A. Illness or Injury, Paid or Unpaid Requiring Absence from Work** – Such absence shall be for a period of ninety (90) days, renewable upon request by mutual agreement between the employee and Employer, and subject to medical evidence necessitating such absence, not to exceed a total of six (6) months, such leaves would run concurrent with FMLA.
- B. On-the-Job Injuries** of the employees will be compensated applicable to all state and federal laws governing the same (in specific, 785.43 Medical Attention). These laws and regulations will be posted for the employee's convenience.
- C. Military Service** of the employee in compliance with the provisions of the Veterans Re-Employment Act.
- D. Any Other Reason** acceptable to the Employer. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence.
- E. Other Leaves** as per Item "D" above shall run to a maximum of three (3) months for employees. Any vacation due the employee shall first be used before granting other leaves of absence as to subsection "D" above.

7.5 Other Employment While on a LOA – An employee who is granted a leave of absence and while on such leave of absence accepts employment with another employer or who goes into business for himself is subject to discharge.

7.6 LOA Return – Upon return to work from a leave of absence, every effort shall be made by the Employer to restore the employee to the job previously held, or to a comparable job with regard to work and rate of pay, if available, and if the employee is qualified or can be qualified. The employee must give two (2) weeks notice to the Employer of their intention to return to work.

7.7 Family Medical Leave Act (FMLA) – Eligible CMH employees can take up to twelve (12) weeks of unpaid leave within a twelve (12) month period under the 1993 Family Medical Leave Act (FMLA) for:

- 1. birth and care of a newborn child;
- 2. adoption or foster care of a child;
- 3. care of employee's spouse, son, daughter, or parent with a serious health condition;
- 4. a serious health condition that makes the employee unable to perform the functions of the employee's job.

On return from FMLA leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, seniority, *and other terms/conditions of employment per Union contract and Employer's policy. (* Seniority based on hire date.)

FMLA Eligibility Requirements:

- employee has been employed by Employer for at least twelve (12) months.
- employee has been employed a minimum of twelve hundred fifty (1250) hours.

Employees that have earned, accrued vacation or personal time-off available, that paid time off may be substituted for all or part of any unpaid FMLA leave. Employees that have earned, accrued vacation, personal or sick time available may substitute all or part of any unpaid FMLA leave to care for a sick child due to personal illness.

To request time off under FMLA, employees must notify CMH, in writing, thirty (30) days in advance when practicable. CMH also has the right to request certification from the employee's health care provider to substantiate the FMLA leave. CMH may also require a Return to Work Form when the absence was caused by the employee's serious health condition.

Employees taking time-off under FMLA are responsible for paying their portion of benefit premium payments per Union contract. Premium payment needs to be received by the first (1st) day of each month to the Human Resources Department.

The language of this section on Family Medical Leave Act is meant to inform employees of basic rights described in the Family Medical Leave Act of 1993 (FMLA). The specific application of the law to use of this leave shall be determined by the language of the Act, Federal and State regulations interpreting the Act, and the Employer's Policy.

Article 8 – Seniority

- 8.1 **Employees Covered Under Contract** – Every employee covered by the terms of this Contract shall have seniority as herein provided from the date of such employee's original date of hire as posted on the seniority list, unless such seniority is broken for reasons specified herein. Such seniority shall apply to layoffs, rehiring, reduction in hours, and filling of vacancies in jobs, as provided for by the term of this contract.
- 8.2 **Seniority Order** – Seniority shall be first by departments, to be supplemented by unit-wide seniority, as hereinafter provided.
- 8.3 **Probationary Period for New Employees**
Employees shall be probationary employees for the first ninety (90) days of employment, and during such period may be discharged by the Employer without cause and without the same causing a breach of this Agreement or constituting a grievance hereunder.

The probationary period may be extended beyond ninety (90) days for a period not to exceed forty-five (45) calendar days, with notice to the Union, when successful employment is considered to be the outcome.

For newly hired Casual and Call Employees, the probationary period will be 120 days.

8.4 Status Definitions

- A. Full-Time Status** – Regularly scheduled to work 80 hours in a two-week pay period, per posted position; benefits per contract language. Employees who were regularly scheduled to work 56-80 hours in a two week pay period, hired prior to November 1, 2008, will maintain their uniform and Group Insurance benefits.
- B. Part-Time Status** – Regularly scheduled to work 40–79 hours in a two-week pay period, per posted position; Group Insurance benefits per contract language.
- C. Casual Status** – Not regularly scheduled, less than 40 hours in two week pay period, not benefit eligible.
- D. Temporary Status** – Hired to fill a position on a temporary basis; Status is not regularly scheduled and may be called in to fill any shift; not benefits eligible. A temporary status can not extend past a period of ninety (90) days. In a situation where a temporary position has been staffed to cover for a granted leave of absence (LOA), the temporary position will be extended to the length of that LOA, not to exceed six (6) months.
- E. On-Call Status** – Non-scheduled, non-posted, non-Union employee hired to fill in open positions.

8.5 Part-Time, First Opportunity for Full-Time Status – Open Shifts

Management has the right to offer open, dropped, or available work shifts to an employee's posted PA or post available hours, offering in order of seniority and per the need of the department.

8.6 Overtime

- A. Filling Overtime Opportunities** – Opportunities for overtime shall be filled within a department by seniority, offering to full-time or part-time status employees in order of seniority. If full-time or part-time status employees are not able to fill need, overtime will be offered to casual status in order of seniority. If FT, PT or casual status employees can not fill need, OT will be offered to on-call status employees.
- B. Overtime Sign-Up Procedure – for applicable departments** – Opportunities for overtime shall be determined by seniority, unless the employee waives their right in writing to be called. The employee, however, can exercise the option to retract their right to waive their overtime option, one time per a six-month rolling calendar period.
- C. Overtime sign-up list** will be posted with the work schedule.

8.7 Loss of Seniority Rights – An employee shall lose all seniority rights for any one or more of the following reasons:

- Voluntary resignation;
- Discharge for just cause;
- Failing within one (1) calendar week to report for work after layoff, upon receipt of notice by registered mail;

- Employment by any other Employer during leave of absence;
- Layoff which continues for more than two (2) years;
- Failure to apply for re-employment within statutory limitation after honorable discharge from any military service.
- Voluntary move to on-call status.

8.8 **Job Vacancies**

A. Within the Bargaining Unit – If any vacancy shall occur in any job in the bargaining unit, as defined in Article I, in any of the above-designated departments, 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. Employees of the department in which the vacancy occurs, if qualified, shall be given preference according to seniority in filling such vacancy. If no one in the department in which the vacancy occurs applied, or if such applicant is not qualified, then any employee outside the department so applying shall be given preference according to seniority in the unit. The Employer during such five (5) day period may assign temporarily any employee to such vacancy.

B. Posting for a Position while on LOA/PTO – While on PTO, leave of absence, or layoff, it shall be the employee's responsibility to submit a request for positions for which they may be interested and are qualified for or contact human resources prior to the end of the internal posting period.

If an employee bids for a position while on leave and they meet the posted job requirements the position shall be granted to the employee regardless of the start date unless there is a legitimate business reason for an immediate start date.

8.9 **Job Transfer within Bargaining Unit**

A. Temporary Transfer – Any employee may be temporarily transferred from one department to another when vacancies or requirements of work, as determined by management, require such transfer. However, if the employee is transferred to a higher pay rate job than the higher rate of pay shall apply.

B. Transfer Probationary Period – When an employee transfers from one department to another, they will have a maximum forty-five (45) working days probationary period in the new department.

During the time frames above, the employee at her/his own request may return to their original department, or if the department head(s) find the employee is not qualified, may return the employee to their original department. The employee will be restored to full seniority and pay in her/his former position in their original department.

8.10 Job Position Change, Wage Step - Employees transferring from one job to another in the same wage grade or department shall not suffer any reduction in increment steps, but shall continue with the same increments as in their former job.

8.11 Bidding on Open Job Positions – An employee who bids and is granted a new position within UFCW will not be considered for an open position in the same or

different department for 1 year (12 months) from the date that the employee was awarded the position. The 1 year (12 month) provision also applies to newly hired employees.

- A. Employees hold seniority in two ways. Unit wide seniority and Department seniority begins on their start/hire date.
- B. However, employees who transfer from one department to another will have their seniority in the new department be the date they joined the new department. Unit wide seniority will remain unchanged.
- C. Department seniority will control all promotions or filling of vacancies in the department unless there are no qualified applicants. When this occurs other qualified bargaining unit employees will be considered for the opening in order of unit wide seniority.

8.12 Retroactive Pay – If a dispute arises because of the interpretation of any provision of this Section, such dispute shall be determined by the provisions of the section on grievance procedure; provided, however, then no retroactive pay shall be awarded any grievant who may be awarded a position with higher pay, unless the arbitrator shall determine that the Employer's decision is malicious or willful.

8.13 Seniority Lists – The Union shall immediately after the effective date of this Agreement certify in writing to the employer names of the employees who are members in good standing at the date of such certification, and shall thereafter on or before the 25th day of each month submit to the Employer certified lists showing the names of all employees who shall have become members in good standing of the Union since the last previous list of members of the Union in good standing was furnished to the Employer, and shall likewise certify the amount of initiation fees to be deducted from the wages of such employees in the succeeding month. Deductions on the basis of authorization cards submitted to the Employer shall commence with the dues for the month in which the Employer receives such authorization card or in which such card becomes effective, whichever is later. Union dues shall be withheld in equal withholdings twenty six (26) pay periods per calendar year and calculated in that month. If an employee does not work the first half of such month or if there are not sufficient earnings to make such deductions, then such deductions shall be made from the pay for the last half of the month.

8.14 Posted Seniority List and Job Vacancies – All seniority lists and job vacancies, as provided for in this Section, will be posted upon such bulletin boards as may be mutually agreed upon by the parties hereto.

8.15 Break in Seniority – The seniority of any employee who is absent due to personal illness shall not be broken or terminated due to such employee's absence until such employee has been absent for a period of time equaling such employee's length of service with the Hospital, not to exceed a maximum of one (1) year.

8.16 Layoff and Callback Provisions – are based on seniority. Seniority shall be first by department; secondly, within that Union bargaining unit (bumping a less senior person, when qualified); and finally, hospital-wide (where qualified). Callback will

be in inverse order, also based on qualifications (the last person laid off shall be the first person returned to work).

Article 9 – Grievance and Arbitration Procedure

- 9.1 Grievance Procedure** – Any dispute or controversy involving the interpretation or application of any of the terms or provisions of the agreement shall be submitted for settlement under the grievance procedure as herein provided.

Step 1. – Bring Issue/Concern/Complaint to Department Head

- a. Any employee who believes that the Hospital has violated any of the employment terms or conditions of this Contract shall be considered to have a complaint and the employee (with or without Union representation) shall promptly take the complaint to the head of their department. The employee and department head shall attempt to resolve the issue or complaint.
- b. Time Line: Issues, concerns, complaints are brought to the attention of the department head within five (5) days after the employee is made aware of the occurrence. In the absence of the department head (vacation, out-of-office), the department head will have up to five (5) days to respond to the employee's issue. If the employee is scheduled off work (i.e., PTO, EIB, LOA), they are responsible for bringing the concern to the department head within five (5) days from the first day of being scheduled back to work.

Step 2. – Filing a Grievance

- a. If the employee and department head cannot resolve the complaint within a five (5) day period, the employee shall reduce the complaint to writing, which shall be considered a grievance.
- b. The grievance shall be submitted in writing to the Human Resources Department within ten (10) days after the initial meeting between employee and department head.
- c. Complaints or grievances as to the amount of money due and payable to any employee for wages, hours worked, vacation allowances, and days off may be filed and furnished to the Human Resources Department, within thirty (30) days after the first regular pay day following the occurrence of such alleged violation relating to wages.
- d. Failure to file a grievance shall constitute a permanent waiver and bar of the grievance. The employee shall be forever foreclosed from raising any complaint or grievance in regard thereto.

Step 3. – Grievance Meeting

- a. Five (5) working days from the date of the filed grievance, the Human Resources Department will contact the local Union representative and set up a grievance meeting date and time, mutual to both parties.

- b. After the grievance is submitted in writing, the employee shall be represented by the local Union representative or a designated steward not to exceed three (3) in number.
- c. The representative of the Hospital and the Union shall, immediately, after the submission of such grievance in writing, by mutual negotiations, attempt to arrive at a satisfactory settlement thereof.
- d. The Human Resources Director will respond in writing to the Union summarizing the outcome of the grievance meeting, within five (5) working days from the grievance meeting date.
- e. If the grievance is not resolved in Step (3) and both parties mutually agree, Step (4) of the grievance procedure can be skipped moving the grievance directly to arbitration.

Step 4. – Mediation Process

- a. If a grievance is not satisfactorily resolved in Step (3), the parties by mutual agreement may request assistance from Federal mediation and Conciliation Service or the Bureau of Mediation Services in mediating a grievance dispute prior to Step Five (5).
- b. A request for mediation must be made by either parties within fifteen (15) calendar days of the receipt of the Hospital's response in Step Three (3). Failure to agree on requesting mediation will move the grievance to Step Five (5).

Step 5. – Arbitration Process

- a. If the grievance is not resolved in Step (3) or (4), either party may submit the grievance to arbitration. The party seeking arbitration shall inform the other party within (10) calendar days if they are going to follow through with Step 4.
- b. The party initiating the arbitration procedure shall request a panel of seven (7) names from the Federal Mediation and Conciliation Service or the State Bureau of Mediation Services. The neutral arbitrator shall be selected from the list submitted unless the parties mutually agree otherwise. The selection shall be made by alternately striking six (6) names. The party to make the first strike will be determined by lot. The remaining name shall be the neutral arbitrator.

9.2 Arbitrator's Decision – The decision of the Arbitrator shall be made within reasonable time after the conclusion of the hearing upon the grievance before the Arbitrator. The decision or award of said Arbitrator shall be final and binding upon the parties. The Arbitrator will not have jurisdiction to hear or try any case unless in strict compliance with the time limitation set out herein.

9.3 Miscellaneous Arbitration – The Arbitrator shall have authority only to interpret and apply the provisions of this agreement but shall not have authority to alter any of the provisions hereof in any way. The time limitations herein specified may be extended by a written approval of both parties. The expenses and remuneration of the Arbitrator shall be borne by the parties equally.

Article 10– Wages & Hours

10.1 Work Hours

- A. **Work Day & Week** – Eight (8) hours shall constitute one (1) full day's work; forty (40) hours shall constitute one (1) full week's work.
- B. **Overtime** – All work performed in excess of eight (8) hours per day or eighty (80) per pay period shall be paid for at the rate of one and one-half (1 ½) times the regular rate of pay.
- C. **Hours (work, time off)** – are paid at minimum posting.
- D. **Alternate Work Week** – By agreement of the Union, Employee, and Employer, flexible schedules for work in excess of eight (8) hours per day may be used with overtime based on a forty (40) hour work week. Either the Employee or Employer may rescind such a flexible schedule upon thirty (30) days written notice to the other party.

10.2 Reduction of Work Hours

- A. **Work Schedule** – Those employees presently scheduled for five (5) consecutive days with two (2) days off shall be continued to be so scheduled. All other employees will not be scheduled for more than seven (7) days of employment unless such employee shall be paid at overtime rates (time and one-half (1½) times the rate of the job) for all consecutive days worked in excess of the foregoing limitations.
- B. **Open Shifts – Short Notice**
 - 1. Management will follow normal procedures to fill an open shift in a timely basis.
 - 2. The least senior, qualified person will be required to remain on duty or come in for the next shift.
 - 3. If an employee works at a lower classification, the employee will retain their normal rate of pay.
- C. **Claimed Hours** –
 - 1. Within twenty-four (24) hours of the posting of the work schedule, the reduced employee shall notify their immediate supervisor of their intent to claim hours of a less senior employee.
 - 2. Claimed hours should be limited to their posted FTE level worked by the employee.
 - 3. Any hours claimed by the employee shall be within their department. If no hours are available within their department, the reduced employee may exercise their seniority within the total unit if they are qualified or have worked in that department to fulfill their hours, as outlined in Item 2 above. Claimed hours will be at the wage rate occupied in their normal position.
- D. **Call In Pay** – An employee who is not on on-call status and is called into work with less than three hours' notice and is prepared to begin work at the start of the work shift, or within two hours from being called, will be paid two hours at their regular rate of pay plus all hours worked.
- E. **Unscheduled Straight-time Hours** shall first be offered to qualified employees by seniority. If unable to fill the hours, the least senior employee may be required to work the hours and refusal to do so may result in further disciplinary action.

F. **Posting of Work Schedules** – The Employer will post two (2) two-week schedules with the newest two-week schedule posted one (1) week in advance. Once work schedules are posted, they may be changed only with the consent of the Employer and employee. All changes of the schedule must be acknowledged by the Employer and the employee.

G. **Minimum Weekends Off** – Also subject to adequate coverage, supervisors will try to schedule part-time employees so that they receive a minimum of every third (3rd) weekend off.

H. **The Work Week** shall be from 7:00 a.m. Monday to 7:00 a.m. Monday.

10.3 **Wage Rates** – Attached to and made a part of this contract, Wage Rates appear as “APPENDIX A – WAGE SCHEDULES”.

10.4 **Shift Differential**

The Employer shall pay per hour shift differential for all shifts commencing at 12 noon or later:

- Switchboard = thirty cents (\$.30) per hour
- All other departments = fifty five cents (\$.55) per hour

10.5 **Call Pay** – All employees placed on-call will receive the current (defined as the date of implementation of the contract) minimum wage, not to exceed \$5.15 per hour. On weekends, and holidays, the on-call pay will be \$6.50/hour.

10.6 **Casual and Call Employees** will progress through the wage schedule increments based on Appendix – A: Wage Schedules.

10.7 If the employee works at the duties of a higher grade for a period of three (3) hours consecutively or longer in the higher grade, they shall receive pay for the eight (8) hour shift of the higher grade.

10.8 **Charge Pay** – A business office employee shall be pre-determined to receive “charge pay” at the rate of fifty cents (\$.50) per hour, by the business office manager.

10.9 **Weekends**

Employees who are scheduled including on-call or required by the Hospital to work a 3rd weekend in a row will be paid:

- \$35.00 bonus for working Saturday or Sunday or;
- \$50.00 bonus for working Saturday and Sunday

10.10 **Low Census* for Health Unit Coordinators (HUC)**

Step 1. Whenever possible, the HUC may be utilized in ICCU, Day Surgery, or ER when *Census on Med/Surg/OB is low.

Step 2. If areas listed in Step (1) are not open or also have low census, management will seek voluntary requests for:

- Off-site on-call or;
- Off duty

Step 3. Mandatory off-site call or mandatory off work will be limited to four (4) hour blocks per pay period, not to exceed twelve (12), four (4) hour blocks per person per contract year.

a) A HUC is notified two (2) hours prior to the shift start time.

b) HUCs who are on-call may be called in based on operational need.

10.11 Information Technology Differential

Employees scheduled to perform specific information technology build and development tasks, in addition to their normal job duties, will be paid an additional \$1.00 per hour for all hours worked while performing information technology work.

10.12 Pharmacy Technician Information Technology Differential

Pharmacy Technicians will be paid an additional \$1.00 per hour for all hours worked while performing duties of the 340B program.

Article 11 – Health & Welfare Benefits

11.1 Pension – Community Memorial Hospital Association shall maintain a Money Purchase Pension Plan retirement plan in the same manner as in the past. For a complete summary of the MPPP, summary plan booklets and the Plan Document are available from the Human Resources Department.

11.2 GROUP INSURANCE BENEFITS

A. Group Health

The Employer will provide one or more health plans to the Employees. Open enrollment will occur annually. The Employer will follow plan guidelines to determine eligibility. Total Premiums will be determined by the insurer and/or the Employer, as applicable. The employee cost will be determined as follows:

Single Coverage – The Employer will pay eighty percent (80%) towards the single health insurance premium.

Family Coverage – The Employer will pay a percentage towards the difference between the single and family health insurance according to the table below. Employer percentage paid is based on hours worked.

HOURS WORKED	Current
0 - 6,240	Single + 25%(F-S)
6,241 - 16,640	Single + 45%(F-S)
16,641 - 31,200	Single + 65%(F-S)
31,201 -	Single + 80%(F-S)

Single Contribution + 25%
(Difference between family premium and single premium)

HOURS WORKED	Current
0 - 6,240	47.7%
6,241 - 16,640	59.5%
16,641 - 31,200	71.2%
31,201 -	80.0%

HOURS WORKED	YEARS WORKED
0 - 6,240	0 - 3
6,241 - 16,640	3 - 8
16,641 - 31,200	8 - 15
31,201 -	15 -

Hours worked will be all hours paid until March 2005. Beginning in March 2005, hours worked will be all hours paid except EIB hours.

- B.** Employees as defined above shall also be eligible to enroll in the Hospital's group health care plans titled: Standard Plan and Health Savings Account (HSA). The Hospital will pay eighty percent (80%) of the single and family premium for covered employees

C. Eligibility:

Regular employees working a minimum of a .50 or greater FTE become eligible for health insurance on their 90th day of employment and all other benefits are on the first day of the month on or after the date the employee completes 90 days of continuous service.

D. GROUP LIFE, ACCIDENTAL DEATH AND DISMEMBERMENT AND WEEKLY INDEMNITY:

The Employer will provide one or more plans to cover group life, accidental death and dismemberment, and weekly indemnity for employees. The Employer will follow plan guidelines to determine eligibility and cost.

- Full-Time Status Per Contract Article 8.4
 - Group Life Insurance: \$35,000
 - Accidental Death/Dismemberment: \$35,000
 - Weekly Short-Term Disability Benefits: Up to \$300.00 per week or 70% of basic weekly earnings, whichever is less.
- Part-Time Status Per Contract Article 8.4
 - Group Life Insurance: \$15,000
 - Accidental Death/Dismemberment: \$15,000

Weekly Short-Term Disability Benefits: Up to \$300.00 per week or 70% of basic weekly earnings, whichever is less.

- Weekly Short-Term disability benefits: Benefits begin the first day for accident, seventh day for sickness, to a maximum of thirteen (13) weeks. It is understood that accumulated sick leave will be used prior to weekly indemnity.
- Additional insurance on a contributory basis is available to all eligible employees.
- When designating your beneficiary, please give the first name, middle initial, and the last name.
- This is paid by the Employer at no cost to the employee.
- These two coverages are to include occupational and non-occupational benefits.

Article 12 – Illness Time Off and Extended Illness Bank

- 12.1** Benefit eligible employees are provided time off with pay for periods of extended personal illnesses. EIB also maybe provided to employees needing time off to care for dependents, spouse, or parents in accordance with the Family Medical Leave Act. Prior to accessing EIB, employees must use four days (32 hours) of PTO. In the event of surgery or an accident, the four day PTO requirement is waived and EIB begins the first day of the accident requiring medical services or surgery. Eligibility for the waiver of the four (4) days (32 hours) only applies to employees and not dependents.

Employees accrue extended illness bank hours based upon hours paid. Employees may accrue a maximum of seven (7) days (56 hours) per year. The maximum accrual that the EIB bank reaches is 520 hours or 65 days.

For extended illnesses, employees must exhaust all EIB prior to taking time off without pay, and in order to be eligible for short term disability (STD).

12.2 EIB Pay Out upon Retirement

Upon retirement when an employee is eligible for Social Security or dies, one hundred percent (100%) of accumulated EIB days will be paid to the retiree, or in the event of death, to the heir and /or heirs named (in writing and signed) by the employee for those employees hired prior to November 1, 2008. Employees hired after November 1, 2008 are not eligible to be paid out their EIB Bank accrual upon retirement.

Article 13 – Prohibition of Strikes and Lockouts

- 13.1 The Union agrees that during the term of this Agreement there shall be no strikes (economic, unfair labor practice or otherwise), picketing, stoppages or slowdowns 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.
- 13.2 Employees will not be disciplined, discharged nor permanently replaced for refusing to cross a primary picket line established by one or more bargaining units at Community Memorial Hospital.

Article 14 – Collective Bargaining

- 14.1 This Agreement is executed in full satisfaction of each and every demand of each party against the other for the duration of this Agreement. For the duration only of this Agreement, each party waives its right to require the other to bargaining collectively within the meaning of the National Labor Relations Act as amended, or the Minnesota Labor Relations Act, as amended, with respect to any matter whatsoever, except:
- A. As to grievances;
 - B. If any new classifications or jobs are created, the Employer shall negotiate a new wage schedule to apply, if requested to do so by the Union;
 - C. If the Union becomes a representative of a new unit of employees of the Employer, the Employer shall bargain with the Union on such new unit;
 - D. As expressly provided for herein.

Article 15– Separability

- 15.1 It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses, and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph, or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of any conflict with any federal or Minnesota state law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Agreement. The Employer and the Union agree that they will meet within a thirty (30) day period following the declaration of invalidity to begin negotiations upon a substitute clause to replace the provisions found to be invalid. This places no time limitations on the parties during which they may negotiate.

Article 16 – Labor Management Committee

- 16.1 The employer and the Union agree that during the life of this agreement, individuals from both parties (not to exceed five from each) be designated, in writing, by each party to the other for the proposed meeting “as necessary” at mutually agreeable times and places so as to apprise the other of problems,

concerns, suggestions, ideas, etc., related to the facility to promote better understanding with the other.

Either party shall have complete discretion to decline to discuss any issue which it views as inappropriate for labor management meetings.

Such meetings shall not be for the purpose of initiating or continuing collective bargaining nor in any way to modify, add to, or detract from the provisions of this Agreement and such meetings shall be exclusive of the grievance and arbitration provisions in this Agreement as grievances shall not be considered proper subjects as such meetings.

The Federal Mediation and Conciliation Services (FMCS) will provide initial training for the Labor Management ("LM") Committee. In addition, any ongoing training shall be provided as determined by the LM Committee.

Article 17 – Term of Agreement

- 17.1 This Contract shall become effective November 1, 2020 and shall continue in full force and effect up to October 31, 2023, and shall continue in full force and effect from year to year thereafter; provided, however, that upon one hundred twenty (120) days notice given prior to the thirty-first (31st) day of October 2023, or prior to the last day of October in any calendar year thereafter, either party by such written notice served upon the other may elect to terminate this Contract or to amend any or all of the provisions thereof. Any changed or amendments to this Agreement shall be retroactive to the expiration date of the Contract.

Upon receipt of such notice, both parties shall immediately meet to discuss the written request and negotiate any changes or alterations therein.

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

Community Memorial Hospital Association

By Richard L. Breuer
Richard L. Breuer
CEO / Administrator

United Food and Commercial
Workers Union, Local 1189

By Stacy Spextex
Stacy Spextex
Union Representative

By Brad K. Anderson
Brad K. Anderson
CFO/Senior VP of Support Services

By Carol J. Colt
Carol J. Colt
Union Bargaining Team

By Duane P. Van Dresar
Duane P. Van Dresar
Director of Human Resources

By Teresa Ritchie
Teresa Ritchie
Union Steward

By Jamie Rossing
Jamie Rossing
Union Steward

APPENDIX – A

WAGE SCHEDULES

Group I - Classification			
Switchboard/Receptionist			
	Effective	Effective	Effective
	11/1/2020	11/1/2021	11/1/2022
Probation	\$14.12	\$14.40	\$14.69
12 months	\$15.23	\$15.53	\$15.84
24 months	\$16.11	\$16.43	\$16.76
36 months	\$17.20	\$17.54	\$17.89
72 months	\$17.73	\$18.08	\$18.44
120 months	\$18.07	\$18.43	\$18.80
180 months	\$18.41	\$18.78	\$19.16
240 months	\$18.92	\$19.49	\$20.07

Group II - Classification			
Patient Access Representative			
	Effective	Effective	Effective
	11/1/2020	11/1/2021	11/1/2022
Probation	\$14.32	\$14.61	\$14.90
90 days	\$14.55	\$14.84	\$15.14
12 months	\$15.71	\$16.02	\$16.34
24 months	\$16.62	\$16.95	\$17.29
36 months	\$17.78	\$18.14	\$18.50
72 months	\$18.33	\$18.70	\$19.07
120 months	\$18.74	\$19.11	\$19.49
180 months	\$19.05	\$19.43	\$19.82
240 months	\$19.57	\$20.16	\$20.76

Group III - Classification			
Data Processor Customer Account Representative Physical Therapy Administrative Assistant III Imaging Services Administrative Assistant			
	Effective	Effective	Effective
	11/1/2020	11/1/2021	11/1/2022
Probation	\$14.97	\$15.27	\$15.58
90 days	\$15.15	\$15.45	\$15.76
12 months	\$16.33	\$16.66	\$16.99
24 months	\$17.37	\$17.72	\$18.07
36 months	\$18.62	\$18.99	\$19.37
72 months	\$19.19	\$19.57	\$19.96
120 months	\$19.67	\$20.06	\$20.46
180 months	\$19.98	\$20.38	\$20.79
240 months	\$20.52	\$21.14	\$21.77

Group IV - Classification			
Health Unit Coordinator Certified Pharmacy Technician* Pharmacy Technician Physical Therapy Administrative Assistant I Physical Therapy Administrative Assistant II Speech/OT Administrative Assistant Speech/OT Administrative Assistant II			
	Effective	Effective	Effective
	11/1/2020	11/1/2021	11/1/2022
Probation	\$15.19	\$15.49	\$15.80
90 days	\$15.37	\$15.68	\$15.99
12 months	\$16.62	\$16.95	\$17.29
24 months	\$17.69	\$18.04	\$18.40
36 months	\$18.90	\$19.28	\$19.67
72 months	\$19.58	\$19.97	\$20.37
120 months	\$20.38	\$20.79	\$21.21
180 months	\$20.70	\$21.11	\$21.53
240 months	\$21.25	\$21.89	\$22.55
*Certified Technicians = \$1.00			