

ESSENTIA HEALTH DULUTH

Contract

Effective
04/01/2021 – 03/31/2024



United Food and Commercial Workers Union Local 1189

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Agreement

by and between

ESSENTIA HEALTH

And

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



Effective April 1st, 2021 until March 31st, 2024

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AGREEMENT

THIS AGREEMENT is made and entered into this twenty-fifth day of **May, 2021**, by and between SMDC-MEDICAL CENTER, d/b/a/ Essentia Health Duluth for its operations in Duluth, Minnesota, hereinafter referred to as the "Employer" and UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL #1189, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union".

ARTICLE 1 PURPOSE

It is the intent and purpose of the parties to establish working conditions of employment for employees covered by this agreement. This Agreement shall be observed and kept between the parties, with respect to employees' hours of labor, rates of pay, wages, and other terms and conditions of employment as provided herein.

ARTICLE 2 RECOGNITION

2.1 The Employer recognizes the Union as the sole and exclusive bargaining agent for all service and maintenance employees included in the following classifications: Patient Sitter, Food Service Workers I-II, Environmental Services Employee, Nursing Assistant, Operating Room Assistant, Central Linen and Sterile Supply Aide, Dietary Clerk, Cashier/Typist I & II, Admitting/Information Representative, Nutrition Host/Hostess, and Sous Chef and Pre-Procedure Assessment Aides; excluding RNs and other professional employees, LPN's and other technical employees, skilled maintenance, business office clerical employees, managers, guards, and supervisors as defined by the Act.

2.2 If the Employer, at its discretion, establishes a new job or reinstates a job which has been eliminated and which job is of the type and character which would be comparable to jobs then being filled by the employees of the Employer then represented by the Union in accordance with any current "Recognition Clause," the Employer will develop a classification of such job and pay rate will be submitted to the Union. If the Union does not object to such pay rate within fifteen (15) days from the time notification is sent to it, then the same shall be determined to be acceptable by both the Employer and the Union.

(a) If within said fifteen (15) day period, the Union submits a written objection specifying disagreement with said pay rate and the reasons therefore, the Employer and the Union through their local representatives shall meet and discuss the problem and determine whether or not there is a reasonable solution to the differences. If within fifteen (15) days after the receipt of such notice from the Union, the Employer and the Union cannot agree upon such new pay rate, the Union may appeal the same to arbitration. If such matter is so appealed to arbitration, all preliminary steps prior to the selection and submission of the same to an arbitrator shall be eliminated and the matter shall be submitted directly to Step 3, of the grievance procedure.

2.3 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 Employer.

2.4 The Employer and the Union agree not to discriminate against any employee within the meaning of any applicable State or Federal Laws, or appropriate rulings of any regulatory agency having jurisdiction.

2.5 This is to affirm Miller-Dwan Medical Center's policy of providing Equal Employment Opportunity to all employees and applicants for employment in accordance with all applicable Equal Employment Opportunity/Affirmative Action laws, directives and regulations of Federal, State, and local governing bodies or agencies thereof, specifically Minnesota Statute 363.

2.6 Successors and Assigns:

It is hereby agreed that the terms and conditions contained in this Agreement shall be binding upon the successors or assigns of the respective parties hereto.

The United Food and Commercial Workers Union Local 1189 will be notified, in writing, by the Miller-Dwan Medical Center at least thirty (30) days prior to any consolidation, merger, sale, partnership, and/or similar legal agreement ("Transaction"). Miller-Dwan Medical Center agrees that, as a condition of a Transaction, Miller-Dwan Medical Center will obtain a commitment from the other party or parties to the Transaction that the entity resulting from the Transaction will recognize the United Food and Commercial Workers Union Local 1189 as the representative of the current bargaining unit at Miller-Dwan Medical Center and will meet with the representatives of the United Food and Commercial Workers Union Local 1189 to negotiate regarding the effect of the Transaction on the current bargaining unit.

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

An agency temp is an individual employed by an outside vendor whose work assignment is at the Employer for a specific length of time. The agency temp will be contracted for a period not to exceed ninety (90) days. Prior to contracting with an agency temp, employees within this contract, within the affected department, will be offered additional hours when appropriate. Times may be extended by mutual agreement.

ARTICLE 3 DEFINITIONS

3.1 The following are definitions that both parties have agreed to as reference to the meaning in this Labor Agreement.

Flexible Schedule is defined as a pattern of scheduled workdays that exceed eight (8) hours per day.

The word(s) hour, hours, or hours worked, used throughout this Contract shall be defined as any hour in which an employee receives compensation from the Employer.

Full-Time Employee is defined as an employee regularly/normally scheduled to work eighty (80) hours in a two week period.

Part-Time Employee is defined as an employee regularly/normally scheduled to work less than eighty (80) hours in a two week period.

Temporary Employee is defined as an employee hired to work ninety (90) days or less to replace a full-time or part-time employee who is on leave.

Casual/On-Call Employee is defined as an employee not regularly/normally scheduled who is used to supplement regularly scheduled employees.

Agency Temp is defined as an individual employed by an outside vendor whose work assignment is at the Employer.

ARTICLE 4 UNION SECURITY

4.1 It shall be a condition of employment that all employees of the Employer covered by this Agreement who are members of the Union and in good standing on the date of execution of this Agreement shall remain members in good standing, and those who are not members on the date of the execution of this Agreement shall, on or after the thirty-first (31st) day following the execution of this Agreement, become and remain members in good standing in the Union. It shall also be a condition of employment that all employees covered by this Agreement and hired on or after its date of execution shall on the thirty-first (31st) day following the beginning of such employment become and remain members in good standing in the Union.

Employees covered by this Agreement who elect not to become Union members shall be required, as a condition of employment, to pay to the Union a service charge toward the administration of this Agreement and the representation of such employee. The service charge shall not exceed the regular monthly Union dues and/or fees. The service charge shall be payable at the same time as the Union's regular dues.

4.2 The Employer agrees to deduct regular Union dues and initiation fees and/or reinstatement fees and assessments from the wages of the employees in the bargaining unit who provide the Employer with a voluntary written authorization which shall not be revocable for a period of more than one year or beyond the termination date of this Agreement, whichever occurs sooner. Such voluntary written authorization may be submitted electronically.

4.3 The deduction of the Union dues shall be made on a payroll period basis and shall be deducted from employee's paycheck each pay period. Dues shall be forwarded to the union office within fourteen (14) days after the last deduction of each month. In the event no wages are due the employee, or if there are insufficient funds to cover the required deduction, the Employer will deduct whatever portion of the required amount that can be deducted. The Employer and the Union during the interim period of this contract shall by mutual agreement be authorized to alter or amend the functional procedures of this section only if necessary. (The intent of this change is to allow dues to be taken out of the employee's paycheck each pay period. The Union will work with the Employer's payroll system and personnel to set up a uniform system of dues deduction and remittance.)

4.4 A list of all Employees eligible for union membership shall be furnished upon request in a manner as agreed to by the parties.

4.5 The Employer agrees, under the contract requirements of paragraphs 4.1 and 4.2 above, to have a new employee complete a union membership card and dues authorization at the time of hiring. The Union

agrees that should the Employer take an initial deduction prior to the completion of the employee's probationary period, such amount shall be promptly refunded by the Union to the employee. Such voluntary written authorization may be submitted electronically.

4.6 After the conclusion of the Employer's scheduled general orientation program for new hires, a representative of UFCW will be allowed up to 15 minutes to meet with the new bargaining unit member. Such time will be unpaid.

4.7 The Employer will deduct contributions to the UFCW Active Ballot Club from the wages of each employee who voluntarily provides the Employer with a written authorization to do so. Deductions will be taken each pay period in the amount designated by the employee and remitted to the Union along with Union dues. The Employer is not responsible for the management or administration of the Active Ballot Club or decisions on Active Ballot Club expenditures. The Union shall indemnify and hold Employer harmless from any and all claims arising from the deduction and remission of contributions.

ARTICLE 5 MANAGEMENT RIGHTS

5.1 The management of the Employer and all of its auxiliary buildings, the direction of the working forces, the control of all of its properties and equipment and installation of new, improved or changed methods of operations and/or equipment, and the hiring, promotion, discipline, lay-off, suspension and discharge of its employees are reserved exclusively and solely as functions of the directors and officers of the Employer, except as those functions are restricted, modified or limited by this Agreement.

ARTICLE 6 SENIORITY

6.1 **Seniority Date:** There will be a single seniority list comprised of all full-time and part-time employees with an authorized FTE of 0.5 (forty [40] hours per two week payroll period) or greater. An employee's seniority date shall be based on her/his total hours (compensated and approved FMLA hours) in the bargaining unit. Such seniority shall apply only to layoffs, rehiring and filling of vacancies in jobs covered by this Contract.

Seniority shall be first by department based on the first day worked in the department (not on hours), to be supplemented by bargaining unit seniority.

6.2 **Bargaining Unit Seniority** shall be defined as the employees' total hours (compensated and approved FMLA hours) in any position covered by this agreement after completing an initial probationary period of five hundred twenty (520) hours. When two or more employees have equal total hours, their seniority shall be determined by the employees' dates of birth, with the oldest being considered senior.

6.3 **Seniority List:**

The Employer will prepare a current bargaining unit seniority list of the employees covered by this agreement. Monthly, the Employer will post the seniority list upon such bulletin boards as may be mutually agreed upon by the Employer and Union. The seniority list will be based on most recent date of hire.

6.4 Departmental Seniority shall be defined as the employees' length of continuous service from the employee's most recent date of hire with the Employer in any department as provided for below:

6.5 Departments:

For the purpose of seniority in this agreement the following will be considered Departments:

1. Admitting/Telecommunications
2. Central Sterile Supply
3. Environmental Services
4. Nursing
 1. Nursing Units shall be defined as below:
 - a. Burn/Intensive Care
 - b. Mental Health
 - c. Medical/Surgery
 - d. Rehab Professional and Support-Rehab Aide
 - e. Rehabilitation
 - f. Float Pool
 - g. Support Pool (Transport)
5. Nutrition Services
6. Post Anesthesia Care/Outpatient Surgery
7. Operating Room
8. Pre-Procedure Assessment

6.6 Challenging Departmental Seniority List:

On or about the 1st day of each month, the Employer will post a Departmental Seniority List. Within fifteen (15) days of the employee's first placement on this list, the employee may file with the Employer any objection to his/her seniority rating. Within thirty (30) days of such challenge, the Union and the Employer shall mutually agree on any corrections. Such resolution is not subject to the grievance procedure.

6.7 Probationary Period: An employee will not establish seniority until completing five hundred twenty (520) hours of employment. During this initial probationary period, the Employer may terminate an employee without cause and without the same causing a breach of this contract or constituting a grievance hereunder. Such probationary employees do not have contractual bidding rights to posted contract positions. However, once the contractual bidding rights are completed, probationary employees may apply for unfilled contract positions.

Upon completion of five hundred twenty hours (520) hours of employment the employee's seniority will apply back to the date of hire. If the probationary period is interrupted by a leave of absence, disability, or illness of more than five (5) days, a comparable amount of time shall be added to the probationary period. The probationary period may be extended by mutual agreement between the Union and the Employer.

6.8 An Employee's Seniority Will Be Terminated for Any of the Following Reasons:

- a. An employee is terminated for just cause.
- b. An employee resigns, quits or retires.
- c. An employee accepts a position outside of this bargaining unit.

- d. Any unreported absence of two (2) consecutive scheduled shifts will be considered a voluntary resignation by the employee and the employee will be terminated. However, if such employee furnishes the Employer with reasonable proof that the employee could not report for work or could not notify the Employer of his/her absence because of illness, incapacity or other unforeseen emergency or other justifiable reason within seventy-two (72) hours of the start of the first missed scheduled shift, then such employee shall be reinstated without any break in service.
- e. An employee fails to report for work as scheduled after a leave of absence.
- f. An employee is laid off or has been off the job for a non-work related injury or illness for a period equaling the employee's length of service with the Employer not to exceed one-year.
- g. A laid off employee fails to report to work within one calendar week when notified by registered or certified mail at their last known address that they should report to work.
- h. An employee who accepts a supervisory non-bargaining unit position and remains in such position for more than three months.

6.9 Seniority for Employees Transferred and/or Awarded New Positions:

See Article 13, Posting and Filling Vacancies, and Transfers

6.10 Seniority On Leave Of Absence:

An employee's seniority when absent from work due to an approved leave of absence or a work related injury will not be affected.

6.11 Bargaining Unit Employee Accepting a Supervisory Non-Bargaining Unit Position: An employee accepting a supervisory position in a department specified under this agreement shall retain his/her bargaining unit seniority for three months from the date of transfer. During the 520 hour period, the employee may request to return to the bargaining unit without loss of bargaining unit seniority (Seniority includes seniority date and benefit accruals. Placement on the wage scale will be in accordance with the labor agreement.). Such employee is not guaranteed his/her previous bargaining unit position, but will be returned to a vacant position within the employee's original department. In no event will other bargaining unit employees be displaced by such return. Should there be no vacant position the employee's request to return to the bargaining unit will be denied.

**ARTICLE 7
HOURS OF WORK**

7.1 The normal work week will consist of forty (40) hours arranged whenever possible so that the employee will work five (5) eight (8) hour days, with consecutive days off. Work in excess of eight (8) hours per day or eighty (80) hours per two (2) week period shall be considered overtime hours and compensated for at time and one-half (1 ½) the employee's rate of pay.

The word(s) "hour," "hours," or "hours worked," used throughout this Contract shall be defined as any hour in which an employee receives compensation from the Employer. Such hours would be included in, but not limited to, hours for overtime, vacation pay, and holiday pay. An employee's compensated sick leave hours are not counted as hours worked for the purposes of calculating overtime. Payments from Workers' Compensation are not counted as hours worked. There shall be no pyramiding or duplicating of overtime.

The present practice of providing fifteen (15) minute rest periods twice a day or twice in an eight (8) hour shift shall be continued. The Employer will make every effort to provide the employees with uninterrupted rest periods.

If an employee works the night shift (11:00 p.m. to 7:30 a.m.) and the following day shift (7:00 a.m. to 3:30 p.m.) they will receive time and one-half (1½) for all hours after 7:30 a.m.

7.2 Definitions:

1. A **“Full-Time Employee”** is defined as an employee regularly/normally scheduled to work eighty (80) hours in a two-week period.

2. A **“Part-Time Employee”** is defined as an employee regularly/normally scheduled to work less than eighty (80) hours in a two-week period.

a. A part-time employee, who over a four (4) month period is consistently scheduled or works within his/her specified unit more than the full-time equivalent (FTE) level for which such part-time was employed, shall upon the request of the employee have his/her FTE level evaluated.

The Employer shall compare shifts per payroll period with factors such as number of concurrent leaves of absence, acuity/census trends and viability of resultant unfilled positions. If the request appears reasonable, the Employer will increase the employee's authorized FTE level.

A person not previously a member of the bargaining unit who becomes a member by operation of this definition shall then come within the scope of Article 4 of this contract, and be considered a new employee under Section 2.

The above notwithstanding, no employee shall acquire a confirmed FTE level greater than 1.0. Any FTE level which is increased by reason of the provisions of the preceding paragraph need not be posted, nor will normal posting procedures have application.

3. A **“Temporary Employee”** is defined as an employee hired to work ninety (90) shifts or less to replace a full-time or part-time employee who is on leave.

a. A Temporary Employee shall only perform work of the employee being replaced.

b. If a Temporary Employee works past ninety (90) shifts they shall become a regular employee on the ninety-first (91) shift worked.

c. Temporary Employees are not covered by any provisions of this agreement except for wage rates, overtime, and shift differential provisions.

4. A **“Casual/On-Call Employee”** is defined as an employee not regularly/normally scheduled who is used to supplement regularly scheduled employees.

- a. Casual/On-Call Employees are not covered by any provisions of this agreement except for wage rates, overtime, and shift differential.
- b. Casual employees must be requested to work, and work, one (1) shift every four (4) week scheduling period and at least one (1) weekend shift every two (2) four (4) week scheduling period.

7.3 Nursing Department Call-off: An employee being called off for his/her shift in the Nursing Department shall be given at least one (1) hour advance notice before the beginning of that shift. If an employee receives less than one (1) hour notice, the employee will be paid the equivalent of two (2) hours of straight time pay. This payment shall not be considered hours worked for the purposes of calculating overtime.

ARTICLE 8 SCHEDULING

8.1 The Employer will schedule the employees so that in the nursing service department, employees will not be scheduled for more than eight (8) consecutive days of employment, and in all other departments, the employee will not be scheduled for more than seven (7) days of employment, unless such employee shall be paid at overtime rates (one and one-half [1½] time the regular rate of the job) for all consecutive days worked in excess of the foregoing limitations. The Employer will provide in such schedule two (2) consecutive days of rest if the maximum number of consecutive days of work are scheduled as above provided or will pay overtime for consecutive days of work exceeding the above limitation.

8.2 The Employer will, as far as practicable, arrange the work schedules so that employees will have two (2) consecutive days off. Determination of starting time and of the daily and weekly work schedules shall be made by the Employer provided however that indiscriminate changes will not be made in such schedules solely for the purpose of avoiding overtime. The Employer will make known to the Union as far in advance as possible any changes in such scheduling. It is understood that selection of an employee to fill a designated vacant shift choice/assignment shall be determined by seniority within the job classification within the unit. However, at any given time an employee may be directed to perform an alternate work assignment. Selection based on criteria other than seniority within the job classification within the unit may be made by mutual agreement between the Employer and the Union.

8.3 Such schedules and the designation of the normal work day or the normal two (2) week period is intended only to provide for the calculation of overtime and shall, under no circumstances, be construed as a guarantee of hours worked per day or hours worked per two (2) week period.

8.4 All schedules shall be posted two (2) weeks in advance of the start date and run in conjunction with payroll periods. Once posted, schedules can only be changed by mutual agreement between the affected employee and Employer. The posted schedules will reflect the employee's authorized FTE.

8.5 The Employer will not schedule Employees for more than two (2) out of three (3) shifts during a two (2) week period unless mutually agreed upon by the parties. For the purposes of this section, a shift is defined as an eight (8) hour work period.

8.6 The Employer will endeavor to give full-time Employees two (2) out of every four (4) consecutive weekends (Saturday and Sunday) off, except when the giving of such weekend off shall have the effect of depriving patients of needed services.

8.7 Any Employee relieving another Employee in a higher classification shall receive the rate of that classification for the time of relief.

8.8 Exceptions to the normal pattern of scheduling may be made by agreement between the Employer and the Employee concerned or in cases of emergency or unavoidable situations where the application of these normal patterns would have the effect of depriving patients of needed care and/or support.

ARTICLE 9 FLEXIBLE WORK SCHEDULES

9.1 The Employer and Employee(s) may discuss a pattern of work schedules providing for more than eight (8) hours per day. Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:

9.2 An Employee shall have the opportunity to review the alternate flexible work schedule(s) being considered prior to volunteering for schedules in excess of eight (8) hours per day. The Employer shall retain written documentation that an Employee has agreed to such flexible schedule. An Employee electing to work a flexible schedule under this Section may revoke such election by giving the Employer written notice of at least six (6) weeks prior to the effective date of the Employee's next posted schedule of work hours, provided, however, that in no event shall more than six (6) weeks' notice of revocation be required. The Employer shall also have the right to revoke the flexible schedule by giving the Employee written notice of at least six (6) weeks prior to the effective date of the Employee's next posted schedule.

If the Employer posts a flexible work schedule position, rather than seek volunteers under the above paragraph, the Employee who is selected to fill such posted position does not have revocation rights as described above. Rather, she/he would have to apply for, and be selected to fill, a posted non-flexible work schedule (8 and 80) position.

Selection of an Employee to fill a flexible work schedule must be done on the basis of unit seniority in those units currently offering flexible schedules. Upon ratification of this Agreement, other units or departments who wish to implement flexible work schedules must utilize the Labor Management Committee to develop and approve selection criteria.

9.3 The basic work period shall be forty (40) hours per week. An Employee shall be paid time and one-half (1½) for all hours worked in excess of forty (40) hours per week rather than the overtime provisions set forth in Article 5, Hours of Work. Further, even though the total hours worked during a week may not exceed forty (40), an Employee working in excess of her/his scheduled workday shall be paid at the rate of time and one-half (1½) for all excess time so worked.

9.4 Shift differential shall be paid as described in Article 19, Wage Rates, Section 19.2.

9.5 Sick leave shall be accrued at the rate proportionate to that specified in Article 17 for Employees who are not working a flexible work schedule. Sick pay shall be paid for the total scheduled hours lost and shall be deducted from accumulated sick leave at the same rate.

9.6 Vacation shall be accrued at the rate proportionate to that specified in Article 14 for Employees who are not working a flexible work schedule. Vacation shall be granted in a manner to provide an employee an equal amount of calendar time off as provided in Article 14.

9.7 Holiday pay shall be based on the number of hours regularly scheduled, so that an Employee who works a ten (10) hour flexible schedule shift shall receive ten (10) hours of holiday pay; and an Employee on a twelve (12) hour flexible schedule shift shall receive twelve (12) hours of holiday pay.

9.8 In no event shall the occurrence of paid sick leave, vacation, or a holiday have the effect of diminishing the number of hours normally paid to a flexible schedule Employee.

9.9 There shall be no discrimination by the Employer against any Employee because she/he declines to volunteer to work a flexible work schedule, or because she/he revokes a prior election in the manner herein provided. In establishing a flexible work schedule, the Employer will avoid any disruptive impact or alterations in the scheduling of hours, shifts, holidays, vacations or weekends for an Employee who is not on a flexible work schedule. It is understood that the intention of this Section is that flexible work schedules are to be a supplement to and not a replacement for the basic 8 and 80 patterns, as described in Article 7, Hours of Work

ARTICLE 10 EXTRA SHIFTS/OVERTIME

When extra shifts or overtime become available, each department will follow the guidelines outlined below.

10.1 NUTRITION SERVICES

For all Day Shift Foodservice Workers (Full-Time, Regular Part-Time):

1. In the event of illness or emergency forcing the Employee to be absent from work, the employee is to call the department as early as possible before the scheduled shift. The exception is the 5 AM breakfast cook who, if unable to work, will call an Employee who can work the 5 AM shift.
2. The Volunteer Call List (see Volunteer Call List: Unplanned extra shifts) will be applied to fill the empty position.

For all Evening Shift Food Service Workers:

1. In the event of illness or emergency forcing the Employee to be absent from work, the employee is expected to call the department as early as possible before the scheduled shift, preferably by 12:00 pm.
2. The Volunteer Call List (see Volunteer Call List: Unplanned extra shifts) will be applied to fill the empty position.

Volunteer Call List/Unplanned extra shifts:

The Volunteer Call List will be used in place of calling all Employees by seniority when an unplanned/emergency extra day shift or evening shift becomes available.

1. A sign-up list will be posted near the end of each month, for the upcoming month, for Employees to sign if they are willing to be called in an unplanned situation.
2. On or near the first of each month a current calling list for both day and evening shifts will be posted. Calls will be made in the following order:

- a. Employees who signed up to work and are qualified to work the position and available at straight time will be called first, in order of seniority.
 - b. The employer may then call any or all remaining qualified employees, regardless of seniority, who can work the shift at straight time.
 - c. Next employees who signed up to work and are qualified to work the position and available at overtime time will be called, in order of seniority.
 - d. The Employer may then call any qualified employees, regardless of seniority, who can work the shift at overtime.
3. Job assignment changes, necessary due to the amount of training an Employee has will be made by 5 AM, First Cook and / or Second Cook in the absence of department management.
 4. When phone calls are made, messages will be left whenever possible.

Planned Extra Shifts/Overtime:

When known overtime and extra shifts are needed to cover the schedule, the Operations Supervisor or Nutrition Services Supervisor will post the positions/ hours needed.

1. All Employees interested in working the positions/hours posted must sign up, specifying the times they wish to work.
 - a. Those Employees qualified to work the position and available at straight time will be called first, in order of seniority.
 - b. Thereafter, those Employees qualified to work the position and available at overtime time will be called, in order of seniority.

Late Night Shifts:

Night Cooks will communicate with each other and arrange for coverage in the event that one cannot work the shift.

10.2 ENVIRONMENTAL SERVICES/OR-PACU/CENTRAL STERILE SUPPLY

Whenever possible, qualified straight time Employees will be offered extra shifts by seniority before Employees available at overtime.

Overtime shifts needed to fill in for illness, increased census or added work, will be filled on the following basis:

1. Qualified Employees not scheduled to work will be called in by order of seniority.
2. In case of immediate need or an emergency situation, Employees who are already at work will be offered the overtime work on a seniority basis.
3. If no one volunteers, the least senior qualified Employee will be scheduled on a rotating basis.

Note: The Environmental Services Department will maintain an on-call list of Employees, identifying who is available for overtime.

10.3 NURSING DEPARTMENT

Employees desiring extra shifts/overtime shall indicate such, using their department's system. Extra shifts/overtime shall be offered to the appropriate person based on the skill level needed on the following basis:

1. Utilize a qualified Employee within the department from the Priority Call List (a list comprised of bargaining unit Employees who had a forced no-pay-day within the current pay period) who is available at straight time.
2. Offer to Employees who are available to work at straight time that have made themselves available on the department's system.
3. Offer to the remaining Employees who are available to work at straight time.
4. Utilize a qualified Employee from the Priority Call List who is available at overtime.
5. Offer to Employees who are available to work at overtime that have made themselves available on the department's system.
6. Offer to the remaining Employees who are available to work at overtime.
7. Assign the work to qualified employees in reverse order of seniority.

ARTICLE 11 LOW NEED DAYS

11.1 When the need for reduced staffing occurs on a daily basis and/or on a temporary basis, the Employer shall reduce by assigning the low need day off in the following order:

1. Agency staff in the department and job classification subject to the low need will be called off first.
2. Employees in overtime status in the department and job classification subject to the low need shall be released.
3. Employees who volunteer to take the shift off in the department and job classification subject to the low need will be released in accordance with the departmental practice.
4. Casual and temporary Employees in the department and job classification subject to the low need shall be released.
5. When a forced low need day becomes necessary, the least senior Employee in the affected department and classification will be assigned. Forced low need days will be assigned in reverse order of seniority on a rotating basis. The intent of this language is to equitably distribute forced low need days to all Employees in the affected department.

11.2 Low need hour(s) accrue benefits but do not count towards the computation of overtime.

11.3 An Employee may request to use paid time off to replace hours lost due to low need.

11.4 If any employee reports to work on his/her regular shift and is sent home for lack of work, or if an employee is asked to report and is then sent home, the employee shall receive a minimum of two hours' pay.

11.5 Rather than reduce hours or low need employees, the Employer may assign employees to work they are qualified to perform, as determined by the Employer, in other departments in reverse order of seniority. The employee shall receive their regular rate of pay, unless assigned to a higher paying job.

ARTICLE 12 LAYOFF AND RECALL

12.1 Notification of Permanent Reduction in Hours or Layoff:

When it becomes necessary to reduce staff the Employer will advise the Union as soon as possible in advance of any proposed or actual reductions or layoffs. The parties shall meet to discuss the implementation or effect of any reductions or layoffs.

12.2 Procedure for Permanent Reduction in Hours or Layoff:

In the event of a reduction of hours or a layoff, the Employer shall:

1. Eliminate casual and temporary Employees in the affected job classification first.
2. Seek volunteers in the affected job classification to accomplish the necessary reductions or layoffs. The process shall be based on seniority by asking the most senior Employee in that classification first.
3. If additional reductions or layoffs are needed, the Employer shall reduce hours and/or layoff starting with the least senior Employee in the affected job classification where the layoff and/or reduction is necessary.

12.3 Displacement Rights (Bumping):

An Employee who is laid off or displaced:

1. Must fill vacancy if one exists at their current FTE level in their classification providing they are qualified.
2. If no vacancy exists at their current FTE level then:
 - a. Accept the layoff; or
 - b. Elect to fill a vacant position at any FTE level rather than bump; or
 - c. Displace the least senior employee in the classification, covered under this collective bargaining agreement, who holds the position with the desired FTE level, provided the employee is qualified to do the work and has more seniority.
3. The least senior Employee who is laid off or bumped has the right to displace the least senior Employee with the same FTE (or lesser FTE level if a position does not exist at the same FTE level) in another classification provided the employee is qualified. The Employer shall determine whether an employee is qualified for a position on the basis of aptitude, competence, experience, ability, and the employee's ability to perform the essential functions of the position independently within a two-week period.

12.4 RECALL:

Employee(s) will be recalled (to the same job classification and equal or greater FTE level) in the reverse order laid off, except that senior Employee(s) who have voluntarily reduced hours and/or accepted layoff, will have the right to recall before less senior Employee(s) in their classification are recalled. Employer will notify laid off Employee(s) of any openings in the classification for which they were laid off by registered or certified mail to the Employee's last known address, and the Employee(s) is obligated to notify the Employer of any address change(s). Employee has one week to report to work. Employee(s) declining an open position (to the same job classification and equal or greater FTE level), will be considered to have voluntarily terminated their employment. Acceptance (or declining) of a temporary or casual position will not cause removal of an Employee(s) from the recall list; however, acceptance of a permanent position shall remove the Employee(s) from the recall list. Employee(s) maintains recall rights for one year after date of layoff.

ARTICLE 13
POSTING AND FILLING VACANCIES, AND TRANSFERS

13.1 Posting:

All postings will be online only and shall be open for a period of seven (7) calendar days. Each posting must include:

1. Date of the Posting
2. FTE Status (authorized hours)
3. Shift/Shift Rotation
4. Job Title/Classification
5. Minimum Qualifications
6. Department/Nursing Unit

Employees interested in applying for posted positions must submit online a completed application form within the seven (7) day posting period.

13.2 Selection:

The Employer shall fill such a vacancy from applicants, if any within the department/nursing unit in which such vacancy exists on the basis of aptitude, competence, experience, ability, and seniority. When no applicants from qualified employees from within the department/nursing unit in which the vacancy exists are received, applicants outside that department/nursing unit will be considered on the basis of aptitude, competence, experience, ability, and seniority. Only when aptitude, competence, experience, and ability are relatively equal shall seniority be the determining factor. Nothing in this section shall require the Employer to employ an individual in a position for which the employee is not qualified. Any dispute that arises over the interpretation of "qualified" is covered under the grievance and arbitration article of this labor agreement. Should there be no qualified internal applicants, the Employer may fill the vacancy from outside the bargaining unit.

13.3 Rate of Pay:

An Employee who accepts a different position in the same or other department shall be placed on the same step, in the appropriate grade, and progress on the scale in the new position based on total increment (step) hours.

13.4 Trial Period Within Department:

When an Employee is offered a position within his/her department, the employee shall have the option of working one (1) shift, at the appropriate rate of pay for that position, before accepting such position.

13.5 Trial Period Outside Department:

An Employee accepting a position outside of his/her department shall serve a three (3) calendar week trial period from the date of transfer. During this period, the Employee may request to return to his/her original department; or if such Employee is not qualified, the Employer may return such Employee to his/her original department.

Should the Employee return to the original department, such Employee shall retain full seniority and pay in the same job classification and FTE level that the Employee formerly held. However, the employee will be placed in the position held by the least senior Employee in that job classification regardless of shift, schedule, or job assignment.

13.6 Seniority in New Department:

In the event that an Employee changes departments based on being awarded a new position, as provided for in this article, the Employee will have their departmental seniority changed to the date of the awarded position in the new department.

13.7 Temporary Transfer:

An Employee may be temporarily transferred from one department to another when vacancies or work requirements necessitate such transfers. A temporary transfer will not normally exceed thirty (30) calendar days. A temporary transfer may be extended beyond thirty (30) days, by mutual agreement between the Union and the Employer and with notification to the Employee.

When the need for a temporary transfer exists the Employer will:

- a. Request volunteers from qualified available employees in order of seniority. If none then,
- b. Require temporary and casual Employees to transfer. If none then,
- c. Require the least senior Employee in the department who is qualified to transfer.

An Employee who is temporarily transferred/assigned will receive his/her normal hourly rate. When an Employee is transferred/assigned the work of a higher paid classification, the Employee will receive the higher rate during the time when so assigned.

**ARTICLE 14
VACATIONS**

(Applicable only to employees hired prior to August 24, 2018)

14.1 Employees regularly scheduled to work forty (40) or more hours per pay period shall accrue vacation based on all compensated hours (excluding call hours) up to a maximum of eighty (80) hours per pay period. Vacation will be accrued and will appear on the Employee's paycheck stub each two-week payroll period beginning from the date of employment according to the following schedule:

<u>Hours Paid</u>	<u>Vacation hrs/yr</u>	<u>Accrual/hr</u>
0 - 2,080 (during the 1st year)	40	0.0192
2081- 8320 (during the 2nd through 4th year)	80	0.0385
8321 – 18,720 (during the 5th through 9th year)	120	0.0577
18,721 – 29,120 (during the 10th through 14th year)	160	0.0770
29,121 – 39,520 (during the 15th through 19th year)	184	0.0885
39,521 – + (during the 20th and subsequent years)	200	0.0962

14.2 Upon completion of the probationary period, Employees shall be eligible to use accrued vacation hours prior to twelve (12) months of employment in a benefit eligible status. However, if the Employee does not complete twelve (12) months in a benefit eligible status, such Employee shall be obligated to repay the Employer for any vacation hours used and shall not receive any vacation pay upon termination.

14.3 Vacation pay shall be calculated upon the Employee's regular hourly rate of pay in effect at the time of taking vacation. If an Employee is routinely scheduled to work in a higher classification, the Employee's vacation pay shall be based on the rate of pay the Employee would normally receive.

14.4 Vacation schedules shall be established by the Employer, taking into account the wishes of the employees and staffing needs. On or about February 1 of each year, the Employer shall post a notice in each department (except the Nursing Department and Operating Room/Post-Anesthesia Care Department) advising employees that they may submit vacation requests by March 7 for the upcoming vacation year (May 1 - April 30). If an employee elects not to select vacation by March 7, the employee shall only be permitted to select vacation from remaining available time on a first-come, first-served basis. The approved vacation schedules will be posted on or about April 1.

Nursing Department/OR/PACU vacation scheduling guidelines shall be reviewed and approved annually (in October) by the Labor Management Committee. Other departments desiring to make changes to their current vacation scheduling practices must have such changes reviewed and approved through the Labor Management Committee.

Vacations shall be approved on the basis of Departmental seniority. Nursing vacation selection will be by departmental seniority within the unit. Vacations will be granted in an increment of one (1) or two (2) continuous full weeks for the initial selection. Based on seniority, each employee will be granted their first choice of continuous vacation, if available. After the initial selections have been granted, the process will be repeated for subsequent selections, at which time a vacation request for one (1) day or longer may be granted provided that days requested must be continuous.

Vacations requested after March 7th may be taken in segments of less than one (1) week with permission from the supervisor. The request shall be made in writing and approved in writing.

Nursing Department staff may request vacation for the same number of scheduled weekends as the number of weeks of vacation accrued. For example, a nursing assistant earning three (3) weeks of vacation shall be able to request three (3) scheduled weekends off. If a nursing assistant has requested to take only a Saturday or a Sunday off, this request counts as one (1) vacation weekend. If a nursing unit is only open on one (1) weekend day, a request to take that day off counts as one weekend vacation.

14.5 Beginning 1/1/23 an Employee may accrue a maximum of one and one half (1 ½) their annual vacation accrual rate. Once the maximum has been reached, no additional vacation time will be accrued until the vacation balance is decreased below the maximum allowed.

14.6 Employees will have the option to receive pay (cash out) of any available vacation time earned in a year, provided the Employee has taken at least one half (½) of their annual vacation accrual as time off.

Employees requesting to receive pay in lieu of using vacation time must do so in accordance with the following:

1. The cashed out vacation will be included in the next regular payroll check, unless hardship or emergency requires otherwise.
2. Cashing out is allowed a maximum of one (1) time per calendar quarter.

The following calendar quarters shall be:

Quarter 1	January - March
Quarter 2	April - June
Quarter 3	July - September
Quarter 4	October - December

3. Cash out requests must be submitted to the supervisor in writing for approval.

14.7 A former bargaining unit Employee whose employment has terminated and who is subsequently re-employed by the Employer (Miller-Dwan) assumes the same status as a new Employee in regard to vacation accruals. Vacation accruals will be based on the most recent date of hire within the SMDC System.

14.8 Uncompensated hours (except low need hours) shall not be considered working time for the purpose of computing vacation allowances.

14.9 If a holiday falls during the Employee's vacation period, the Employee shall be paid his/her regular pay for the holiday in lieu of vacation pay for that day.

14.10 No allowance will be made for sicknesses occurring during regularly scheduled vacation.

14.11 Any Employee leaving for the military service will be paid, prior to his/her leaving for such service, any vacation pay which the employee has earned and is entitled to under the provisions of this Contract.

ARTICLE 15 PAID TIME OFF (PTO)

(Applicable only to employees hired on or after August 25, 2018)

15.1 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.

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

Grandfathered employees with an authorized FTE of 0.6 or greater and who are earning vacation benefits and sick leave under Articles 14, Vacations; and Article 17, Sick Leave, are not eligible to participate in the PTO Program. However, such grandfathered employees will be afforded a one-time opportunity to convert to the PTO Program within ninety (90) days of ratification of this agreement.

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.

15.3 Accruals

ACCRUAL TABLE FOR PTO

Years Of Service	Accrual Rate	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

Beginning 1/1/22 the maximum accumulation in an employee's PTO Bank will be one and one quarter (1 ¼) 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.

15.4 Requests: 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 14 (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.

15.5 Reserve Bank: An employee may opt to transfer any or all of the excess hours from her/his PTO Bank on a one for one basis to her/his Reserve Bank twice per year (June 1st and December 1st). A total of 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) accruals rollover from the PTO Bank upon reaching the maximum; or (B) optional transfer from the PTO Bank.

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

15.6 Sell Back:

The Employer encourages use of vacation time for personal renewal. However, employees will have the option, once per calendar year, in December, to make an irrevocable election to sell back Reserve Bank hours up to a maximum of the annual PTO accrual, not to exceed eighty (80) hours for the following year.

The following guidelines will apply to the Reserve Bank sell back process:

1. Sell back request must be submitted in writing to the unit/department manager in writing prior to the end of the last pay period of the year.
2. Depending up on the individual employees' annual accrual, employees may elect to sell back Reserve Bank hours in increments of twenty (20) hours, not to exceed eighty (80) hours.
3. At least forty (40) hours must remain in the Reserve Bank after the requested time is sold back.
4. Sell back hours will be included in the first regularly payroll check in June and/or December of the year following the year of the request.
5. Sell back hours are paid at straight time and are not counted for the calculation of overtime.
6. Shift differential is not paid on sell back hours.
7. No benefits accrue on time cashed out.

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

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

15.7 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)

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

**ARTICLE 16
HOLIDAYS**

16.1 Seven (7) full holidays will be granted: New Year's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

All holidays will be observed according to the Statutes of the State of Minnesota, with the following exceptions:

- (a) Independence Day will be celebrated on the fourth (4th) day of July.
- (b) Christmas Day will consist of a thirty-two (32) hour period beginning at 3:00 p.m. on December 24th, and ending at 11:00 p.m. on December 25th.
- (c) New Year's Day will consist of a twenty-four (24) hour period beginning at 3:00 p.m. on December 31st, and ending at 3:00 p.m. on January 1st.

16.2 Full-time Employees not working the holiday shall receive eight (8) hours of holiday pay for each of the holidays specified above. However, if the holiday falls on a weekend and the Employee's department is closed on the weekend the holiday falls, the Employer may elect to allow these full-time Employees to have a compensatory day off in lieu of the holiday. The compensatory day off with pay shall be for eight (8) hours and be paid at the Employees regular rate of pay. The compensatory day off with pay will be scheduled within the three (3) week period before or the three (3) week period after the holiday, subject to operational need.

Full-time Employees working the holiday shall receive either eight (8) hours of holiday pay or, at the Employer's option, a compensatory day off with pay. The compensatory day shall be scheduled during the three (3) weeks before or the three (3) weeks after the holiday.

Full-time Employees working during the thirty-two (32) hour Christmas Day holiday shall be entitled to only eight (8) hours of holiday pay, or eight (8) hours of compensatory time, regardless of the number of hours actually worked during the thirty-two (32) hour holiday.

Regardless of the number of hours worked on any holiday, no one will receive more than a total of eight (8) hours of holiday pay for work on that day.

16.3 Premium Pay: The rate of pay shall be at the Employee's regular straight time rate. In addition, Full-time Employees working the holiday shall receive time and one-half (1½) for all hours worked on the holiday.

Part-time Employees working the holiday shall receive time and one-half (1½) for all hours worked on the holiday.

16.4 Holiday scheduling: The Employer has the right to determine staffing needs on any holiday listed in Section 1, based on the number of Employees needed, number of hours needed, and the qualifications of the Employees.

Environmental Services Employees (formerly Janitors):

1. Employee Requests: At least two (2) months prior to the holiday the Employer shall post a request list for Employees to volunteer to work.

2. Scheduling: Two (2) weeks prior to the holiday, the Employer shall select the qualified Employees to work, in order of seniority from the request list. From the holiday request list, the most senior Employee who has not been awarded holiday work, during the calendar year, will be granted the holiday work. Each subsequent holiday will be rotated based on seniority. Any Employee who did not sign the request list has forfeited his/her right to claim to work the holiday, based on seniority. If the Employer has insufficient volunteers to work, the Employer shall schedule holiday work in inverse order of seniority on a rotating basis.

Environmental Services Employee (formerly Housekeeping Aide):

1. Employee Requests: Two (2) months prior to the holiday the Employer shall post a list for Employees to request time off on the holiday.
2. Scheduling: Two (2) weeks prior to the holiday, the Employer shall select the qualified Employee to work. Employees shall work the holiday if it is the Employee's regular day to work. If there are more Employees who are regularly scheduled than are needed, qualified employees, in order of seniority, will have the option to have the holiday off. Conversely, should there be an insufficient number of employees scheduled on the holiday Employees will be assigned to work in inverse order of seniority.

Foodservice Workers:

1. Employee Requests:
 - a) At least two (2) months prior to the holiday the Employer shall post a list for Employees to either volunteer to work or request the day off on the holiday.
 - b) If the usual rotating schedule would have Employee off on the holiday, a request must be submitted to assure the holiday off.
2. Scheduling:
 - a) Two (2) weeks prior to the holiday, the Employer shall select the qualified Employees to work and grant requested days off. Based on staffing needs, seniority and previous holidays worked, the Employer will approve or disapprove the requested holiday off.
 - b) If more Employees request the holiday off than scheduling will allow, days off will be rotated by seniority with the most senior Employee who worked the holiday the previous year receiving the day off first. An employee who had a specific holiday off the year before cannot be assured of having it off again.
 - c) Vacation requests shall supersede holiday requests except for Christmas.
 - d) Switching of holiday schedules may be done with appropriate management approval.

Central Linen and Sterile Supply (CLASS) Employees:

1. Employee Requests: A two (2) year holiday plan is developed and followed. No Employee shall work more than three (3) holidays each year and will not be required to work the same holiday two (2) years in a row.
2. Scheduling: If more Employees volunteer to work than are needed the most senior will work. An Employee scheduled to work a specified holiday and wanting it off will find his/her own replacement. The least senior person will be scheduled if no replacement can be found.

Nursing Units Open on the Holidays (Med/Surg, Rehab, Support Pool, Rehab Professional and Support, Burn/ICU):

1. Holiday Work Requirement:
 - a) Whenever possible an Employee will be scheduled no more than three (3) holidays per year.

- b) A scheduled holiday counts as a holiday worked whether or not it is actually worked, due to the employee finding their own replacement or because of a low need day.
- c) When an Employee volunteers in advance to work on a particular holiday and is scheduled for that holiday, the holiday does count as one of three for that year.
- d) An Employee who picks up a holiday that the employee was not scheduled to work does not count that as a holiday worked.
- e) Whenever possible, rotation is every other holiday for that year (ex. work Memorial Day, off July 4th).
- f) Christmas and New Year's are rotated year to year (ex. this year work Christmas, off New Year's; next year off Christmas, work New Year's).

2. Employee Requests:

- a) Employee may request a holiday as a paid holiday off. Request will be returned within three (3) weeks if approved or denied.
- b) A Christmas Wish List is distributed prior to the Christmas/New Year's holidays. An Employee can request specific shift(s) off.
- c) Employees may request a No Pay Day (NPD) for a holiday on the posted four week schedule by calling the Staffing Office and having his/her name placed on the "Request for NPD" list.

3. Scheduling:

- a) Schedule is posted two (2) weeks in advance.
- b) When all things are equal, holidays off are scheduled first-come, first-served.
- c) When necessary to schedule more Employees, the least senior person is scheduled first.
- d) Holidays are the same as any other day for extra shifts.
- e) Vacation requests shall supersede holiday requests.

Nursing Units Closed on the Holidays (PACU, Outpatient Surgery, Operating Room, Chemical Dependency)

These units have holidays off.

16.5 Floating Holidays: Those employees, who are benefit eligible, and accruing vacation hours and sick leave, shall accrue floating holiday hours, to a maximum of twenty-four (24) hours per year, based on an accrual of 0.01153 hour for every benefit-eligible hour earned by each Employee. Such earned floating holiday hours may be carried over from one year to the next, but in no case shall any Employee accrue more than a total of up to two times (2x) his/her annual accrual, not to exceed forty-eight (48) floating holiday hours. Such Employee at forty-eight (48) accrued floating holiday hours shall cease to earn additional time until the employee has reduced the accrued balance below forty-eight (48) hours.

Floating holidays may be used in increments less than the employee's full shift, whether scheduled eight (8) hour, ten (10) hour or a shift of any other length. Such holidays may be taken at the Employee's request upon notice to his/her supervisor, if the schedule permits.

Floating holidays selected at the vacation selection time shall be approved in order of seniority. Thereafter, they shall be approved on a first-come, first-served basis.

Employees cannot cash out any floating holidays they have accrued. All floating holiday hours must be used as paid time off.

ARTICLE 17 UNIFORMS

17.1 The Employer shall furnish and maintain uniforms, for those departments/units requiring Employees to wear uniforms, under the following terms:

- (a) All Employees shall be required to wear uniforms while on duty in the Employer.
- (b) Upon termination of employment, such uniforms then in the possession of the Employee must be returned in good condition to his/her supervisor before the final wage payment will be issued to the terminating Employee. The cost of missing or seriously damaged items shall be deducted from the Employee's final wage payment.

17.2 An Employee shall be allowed five (5) minutes at the beginning of the shift and before the end of the shift to change into or out of the uniform if that Employee is not permitted to wear the uniform off the premises.

ARTICLE 18 SICK LEAVE

(Applicable only to employees who are not covered under PTO)

18.1 All Full-time Employees and Part-time Employees who work more than twenty (20) hours per week shall be entitled to sick leave, with pay, for personal illness. Sick leave will be earned at the rate of eight (8) hours for every 173.3 hours worked, accumulating to 288.0 hours. If, and when, any of the accumulated sick leave is used, then the Employee shall accumulate sick leave at the rate of eight (8) hours for every 173.3 hours worked until a maximum of 288.0 hours is again reached. Employees shall receive sick pay at the same FTE level that they are scheduled.

18.2 Paid sick leave will be granted for absences on the day before, on or after a recognized holiday only when the Employee provides the Employer with satisfactory evidence of illness upon their return to work.

Similarly, paid sick leave will be granted for absences on the day before or day after a scheduled day(s) off only when the Employee provides the Employer with satisfactory evidence of illness upon their return to work.

18.3 Employees shall not be required to bring evidence of illness. If the Employer has reason to believe that sick leave is being abused, the Employer reserves the right to require individual Employees to present evidence of illness. If the evidence is required, the Employee shall be notified by the Employee's Department Director prior to the Employee's next absence.

18.4 Employees who are unable to work for prolonged periods of time because of illness or disability have an obligation to inform the Employer of any change in their condition which would affect the day they are to return to work. Employees should contact the Employer once every two (2) weeks if the nature of their condition is such that an approximate date of return to work cannot be established.

18.5 Regular dental appointments shall not be considered as an illness in this provision. Time off from work for dental emergency and dental work certified by a dentist stating that the Employee is unable to work as a result of this emergency will be considered an illness under this provision.

ARTICLE 19 LEAVES OF ABSENCE

19.1 The Essentia Health Policy (EH – A1011) on Family and Medical Leave (FMLA) dated 01/26/2012, or any successor policies, shall govern leave of absence under this collective bargaining agreement except for areas specifically address elsewhere in this collective bargaining agreement and those items listed below.

19.2 Employees will be required to use available paid time off (vacation, sick, PTO) for the duration of any approved full Family Medical Leave (FMLA) but may retain a balance of 40.0 hours of paid time off.

Employees will be required to use available paid time off (vacation, sick, PTO) until exhausted for the duration of any approved intermittent Family Medical Leave (FMLA).

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

If the employee returns to work prior to or immediately following twelve (12) weeks of leave, in most cases, the employee will be returned to his/her former position. If it is not available, the employee will be returned to an equivalent position with equivalent benefits, pay and other terms and conditions of employment. The employee will retain the employment benefits which accrued before the leave.

If the employee returns to work after more than twelve (12) weeks of leave, the employee will not be entitled to automatic reinstatement; instead, if the employee's position has been replaced, the employee may apply for any open positions for which the employee is qualified. The employee will remain on record as active for a period of six (6) months from the start of the leave.

19.4 The Essentia Health Policy (EH – A1006) on Military Leave, dated 12/08/2011, or any successor policies or amendments thereto, shall apply to employees covered by this collective bargaining agreement.

19.5 Union Leave

The Employer recognizes the importance of facility representation at Union sponsored conferences, seminars and meetings. The Employer will grant up to twenty-five (25) days off annually for attendance at such events. UFCW Local 1189 shall determine who within their membership shall be granted such days off. Days off will be requested following established procedure. Such days off shall be unpaid, without loss of benefit hours, or the Employee may elect to use accrued vacation hours. The number of Employees from a single department who may be gone at one time shall be based upon the staffing needs of that department.

19.6 Educational Leave

a) An employee who **has** been employed by the Employer for a period of two (2) years or more may apply for an unpaid educational leave of absence for a period of time not exceeding twelve (12) months. The Employer shall give consideration to such application and shall not unreasonably withhold consent to such a leave. In order to qualify for such leave, the employee must be a full time student at a college or university working toward a degree having reasonable relation to professional employment in health care. Employees must use accrued vacation hours during this leave. When paid time is exhausted, the employee is responsible for the full cost of any benefits they wish to continue during the leave, per COBRA. No credit toward vacation, length of service or salary increments shall be granted for the period of such educational leave.

b) An employee returning from such leave of absence may apply for any posted position in the bargaining group for which such employee is qualified. If the employee has not secured a position within a six (6) month period of time, it will be considered a voluntary termination.

c) Extension of an educational leave of absence shall be at the discretion of the Employer.

19.7 Personal Leave

a) An unpaid leave of absence may be granted an employee for a valid reason at the discretion of the Department Director in conjunction with the Director of Human Resources for a period of time not greater than one (1) year. Employees must use accrued vacation hours during this leave. No credit toward vacation, length of service or salary increments shall be granted for the period of such personal leave. An employee returning from such leave of absence may apply for any posted position in the bargaining group for which such employee is qualified. If the employee has not secured such position within a six (6) month period of time, it will be considered a voluntary termination. The employee will retain the employment benefits that were accrued before the leave.

b) Extension of a personal leave of absence shall be at the discretion of the Employer.

19.8 Jury Duty

a) The Employer shall pay an Employee who is summoned and reports for jury duty for each scheduled shift partially or wholly spent in performing jury duty. Verification of jury duty attendance is required to receive pay. The Employee will receive her/his regular rate of pay, inclusive of shift differential for straight evening, straight night and evening/night rotation, while serving jury duty. The Employee is required to remit to Payroll, money paid for jury duty, excluding reimbursement for mileage and other expenses. In order to be made whole, scheduled hours not worked because of jury duty shall be counted as hours worked for purposes of computing overtime and other benefit accruals.

b) An Employee receiving notice of jury duty will promptly provide her/his summons for jury duty to her/his supervisor. The Employee will cooperate in obtaining an excuse from such service if requested.

c) An Employee who is obligated to report or is empaneled on a jury will not be required to work the night shift immediately prior to jury duty or the day, afternoon, or night shift on the day of jury duty.

d) If an Employee is summoned to testify by the Employer, the Employee will be paid at her/his rate of pay for hours spent at the hearing, including mileage and travel time from and to the workplace.

19.9 Bereavement Leave

Employees will be eligible for bereavement leave consistent with the Employer's Bereavement Leave Policy for non-contract employees as may be amended from time-to-time by the Employer. The Employer will provide the union with no less than thirty (30) days advance notice of any changes to be made to the Policy and will agree to meet and discuss upon request. There will be no diminishment of this benefit during the term of the 2021-2024 Agreement.

19.10 Workers' Compensation

- a) Workers' compensation covers employees with work-related injuries and work-related illnesses.
- b) SMDC provides Workers' Compensation Insurance for Employees who are injured at work, as specified by state law. Work-related injuries or work-related illnesses should be immediately reported to their Employee manager or designee.
- c) An Employee covered by this agreement may elect to use accumulated sick leave while receiving workers compensation so long as the combined amount of sick pay and workers compensation payments does not exceed the gross pay the Employee would earn if he or she were working in the pre-injury FTE status.
- d) The Employer will maintain its portion of the health, dental and life insurance plans for twelve (12) weeks. The Employee must maintain her/his portion of these plans.
- e) An Employee, who is off work due to a work related injury, shall follow the Medical Leave of Absence provision of the contract.
- f) Employees who are off from work due to a work related injury shall continue to accrue seniority for the length of time the Employee is off due to the injury. Upon return to work, the Employee must provide their manager with a release to return to work certificate.

ARTICLE 20 WAGE RATES

20.1 Wages: See Appendix A, page 37 for wage schedule.

20.2 Shift Differential.

- (a) Any Employee who has attained union status under the provisions of this Contract, and who shall be scheduled to work a full shift (8 hours), and who begins work on or after 1:30 p.m. shall receive evening differential for all hours worked from 1:30 p.m. through 10:00 p.m., and night shift differential for all hours worked from 10:00 p.m. through 7:30 a.m.
- (b) Evening and night shift differential shall be \$1.20/hour. This shift differential shall increase to \$1.35 effective April 1, 2022.

- (c) No shift differential shall be paid to any Employee who is scheduled to work a full shift (8 hours) with a majority of their scheduled hours falling on or after 7:30 a.m.
- (d) Full eight (8) hour shifts with the majority of their scheduled hours falling from 1:30 p.m. to 10:00 p.m. (evening shift) and full eight (8) hour shifts with the majority of their scheduled hours falling from 10:00 p.m. to 7:30 a.m. (night shift) will receive the applicable shift differential for those hours worked from 1:30 p.m. to 7:30 a.m.
- (e) A benefit eligible Employee who works straight afternoons, straight nights or straight afternoons and nights, shall be paid the shift differential for scheduled holiday, floating holiday, and vacation hours taken as actual time-off. The shift differential will not be paid on vacation cash-out hours (Article 14.6) or any other compensated time.

EXAMPLES:

- (a) Employee scheduled 12:30 p.m. to 9:00 p.m. would receive one (1) hour of regular pay and seven (7) hours of evening shift differential.
- (b) Employee scheduled 3:00 p.m. to 11:30 p.m. would receive eight (8) hours of evening shift differential.
- (c) Employee scheduled 9:30 p.m. to 6:00 a.m. would receive eight (8) hours of night shift differential.
- (d) Employee scheduled 3:00 a.m. to 11:30 a.m. would receive 4.5 hours of night shift differential and 3.5 hours of regular pay.

20.3 Weekend Bonus. Employees covered by the terms and conditions of this collective bargaining agreement shall be paid an additional thirty dollars (\$30.00) for unscheduled weekend shifts. The provisions of this section shall apply to shifts worked between 3:00 p.m. Friday and 7:00 a.m. Monday, including additional shifts worked on a regularly scheduled weekend. The bonus shall be prorated for partial shifts worked.

20.4 Lead Positions: It is hereby agreed that the Employer may establish a lead position in each department and/or nursing unit.

The employees selected for said position shall be at the sole discretion of the Employer.

The premium pay for said position shall be one dollar and twenty-five cents (\$1.25) per hour over the contract rate for employees. For employees selected for the position of Lead on or after May 1, 2021, Lead premium pay will be paid on hours worked and will not be on paid hours not worked (vacation, PTO, holidays, Sick, etc.) or for shifts picked up by a Lead where another Lead was previously scheduled and is working the shift.

20.5 Upon employment by the Employer of an Employee who has had prior similar work experience, either in some other hospital or during a period of prior employment in this Employer, the Employer will review and evaluate the experience and qualifications of such Employee and may assign such credit as the Employer deems reasonable to the previous experience of the Employee. For the purpose of placement on the salary schedule, this credit will be considered as the equivalent of employment in the Employer.

20.6 If the Employer determines that the market for a specific job title has increased significantly, or the Employer experiences difficulty recruiting or retaining for a specific job title, the Employer can compensate

new hires in a manner over and above the negotiated wage scales by implementing a market differential as outlined below. This differential is not intended as a limitation on the Employer's ability to offer relocation plans and other limited programs to ensure the ability to attract new employees.

- The differential will be given to all in the job title and new hires within that same job title.
- The differential will be a flat rate on hours paid
- The differential will not be part of base salary
- Annual increases are calculated on base salary only
- The Employer maintains the right to eliminate or reduce the differential at any time for both incumbents and new hires.
- Once implemented, the market differential will remain in place for a minimum of one (1) year before it can be reduced or eliminated.
- Per the FLSA, the market differential will be included when determining the regular rate of pay for the calculation of overtime pay.

**ARTICLE 21
HEALTH INSURANCE**

Part A:

The following provisions shall be in effect only from April 1, 2018 through December 31, 2019. As of midnight on December 31, 2019, the provisions of Part A are deleted from the agreement and replaced by the provisions in Part B below.

21.1 All Employers who are or become signatory or bound by this Agreement agree to be bound by the Agreements and Declarations of Trust, as amended, establishing the Northern Minnesota-Wisconsin Area Retail Food and Welfare Fund, copies of which all parties agree have been furnished to and read by all Employers bound hereby prior to the execution of this Agreement. It is mutually agreed that the provisions of said Agreements and Declarations of Trust and any rules, regulations, or plans adopted by the Trustees pursuant thereto shall become a part of this Agreement as though fully written herein. All Employers bound hereby irrevocably designate the Employer Trustees of said Funds and their successors as their representatives for the purposes set forth in said Agreements and Declarations of Trust.

21.2 Employees with an authorized FTE of 0.6 or greater shall be eligible for enrollment in the Health Insurance Fund as described above. The coverage shall become effective on the first (1st) of the month following successful completion of ninety (90) days of employment. The Employer shall report all newly eligible employees to the fund office along with a contribution, in the month preceding the effective date for benefit coverage. This provision shall not be altered by the authority given to the Trustees as stated in Section 20.1 above.

21.3 The Employer shall pay the following monthly fixed dollar contributions toward the premiums for employees enrolled in the Health Insurance Fund:

<u>Calendar Year</u>	<u>Single Coverage</u>	<u>Family Coverage</u>
2018	\$520.84	\$926.25
2019	\$542.00	\$975.00

The employee shall be responsible for and shall pay through payroll deductions the entire cost of the monthly premium for the employee's health insurance coverage which exceeds the above contributions by the Employer.

Part B.

Effective at midnight on December 31, 2019, the foregoing paragraphs of Part A are deleted in their entirety from the contract and replaced with the following provisions:

**ARTICLE 22
INSURANCE**

22.1 Medical Insurance: Beginning the first of the month following date of hire, benefit eligible employees (authorized FTE of 0.6 and above) may enroll in the health insurance plan available to non-contract employees. The Employer has the right to change, alter or modify the health insurance plan, insurance program, premium structure and/or select an alternate carrier during the term of the agreement. The Employer will notify the union prior to implementing changes in health benefits.

22.2 Dental Insurance: The Employer will offer single dental coverage to benefit eligible employees. If the employee wishes to obtain family dental coverage and if such coverage is available under the rules of the carrier, benefit eligible employees can obtain such coverage at their own expense if permitted by the carrier. Dental insurance shall become effective on the first day of the month following date of hire, and shall be subject to the terms of the insurance policy and the rules of the carrier. The Employer has the right to change, alter and/or modify the dental coverage offered and/or select an alternate carrier during the term of this agreement. The Employer will notify the union prior to implementing any change in dental benefits.

22.3 Long Term Disability: The Employer will enroll benefit eligible employees in a long term disability insurance program. The Employer will pay 100% of the premium for this insurance. Coverage shall be subject to the terms of the insurance policy and the rules of the carrier. The Employer has the right to change, alter and/or modify the long term disability coverage offered and/or select an alternative carrier during the term of this agreement. The Employer will notify the union prior to implementing any change in long term disability benefits.

22.4 Short Term Disability: Employees may enroll in the short term disability benefits plan available to non-contract employees provided that all premium costs for the plan shall be paid by the employee. The Employer has the right to change, alter and/or modify the short term disability coverage offered and/or select an alternate carrier during the term of this agreement. The Employer will notify the union prior to implementing any change in short term disability benefits.

**ARTICLE 23
GROUP LIFE INSURANCE**

23.1 Life Insurance: Full-time and Part-time Employees who are .6 FTE or greater shall be eligible for enrollment in the Employer's group term life insurance program. The Employer shall pay the premium. The coverage shall be in the face amount of one hundred percent (100%) of the Employee's annual earnings, computed on the Employee's regular rate of pay (not including overtime, shift differentials, extra holiday pay, or any other extra pay) up to a maximum of \$50,000. The coverage shall become effective on the first of the month following successful completion of ninety (90) days of employment and shall be subject to the terms of the insurance policy and the rules of the insurer.

23.2 Voluntary Life Insurance: Eligible Employees, at their own option and expense, and subject to the rules and limitations of the carrier, may purchase additional insurance in accordance with the schedule of insurance benefits outlined and published in the Employer's Life Insurance booklet.

**ARTICLE 24
LONG TERM DISABILITY INSURANCE**

24.1 The Employer shall enroll all eligible Full-time and Part-time Employees with a 0.6 or greater FTE in a Long Term Disability insurance program. The Employer will pay 100% of the premium for this insurance.

Effective January 1, 2020, Article 23.1 is deleted in its entirety and replaced by Article 21.3.

**ARTICLE 25
RETIREMENT/PENSIONS**

25.1 For those employees who have elected to remain in the Retirement Plan for Employees of Miller-Dwan Medical Center (a defined benefit plan), the Employer will continue to make contributions to the plans in the amounts indicated as appropriate by the plan's actuary. For those employees who were previously participating in the Retirement Plan for Employees of Miller-Dwan Medical Center and have elected to participate in the Employer's 401(k) plan, the pension benefit will be frozen.

25.2 401(k) Plan: Employees will 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.

Upon ratification of this agreement, and 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.

25.3 Employer Contributions: 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 his/her 401(k) account through payroll deductions, up to a maximum of two percent (2%) of the employee's annual compensation for the plan year. (Example: if an employee voluntarily contributes two percent (2%) to his/her 401(k) account, the Employer's contribution to the 401(k) account shall be one percent (1%).

Example: If an employee voluntarily contributes five percent (5%) to his/her account, the Employer's contribution to the 401(k) shall be two percent (2%).)

Beginning with plan year 2015, eligible participating employees who are credited with one thousand (1000) 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. The total of the Employer's matching and discretionary contributions shall not exceed the total of matching and discretionary contributions paid to eligible non-contract employees; however, for the plan year 2015, the annual discretionary contribution shall be a minimum of three percent (3%) of the employee's annual compensation for the plan year. This discretionary contribution shall be made at the same time and in the same manner as discretionary contributions are made for non-contract employees.

ARTICLE 26 MEDICAL SERVICES

26.1 The Employer will adhere to the guidelines as required by Occupational Medicine (Occ. Med.), appropriate infection control protocols and OSHA guidelines, at no cost to the Employee.

ARTICLE 27 TERMINATION OF EMPLOYMENT

27.1 Employees, at their request, may have a Union Steward or Union Representative at any meeting with the Employer where the meeting may result in discipline.

27.2 The Employer shall give the Employee two (2) weeks notice of termination or two (2) weeks of pay in lieu of the notice, except for terminations for misconduct of the following non-inclusive types as follows:

1. Gross violation of the rules of the Employer;
2. Dishonesty;
3. Intoxication;
4. Possession of alcoholic beverages on the Employer's premises;
5. Consumption of alcoholic beverages during working hours;
6. Misuse of or habitual use of narcotics or habit forming drugs;
7. Infraction of the Employer's rules concerning patients' safety and rights; or
8. Exhaustion of progressive discipline.

27.3 Employees discharged without notice for any of the specified causes provided above, except discharge for dishonesty, shall be entitled to payment for all vacation pay available as of the date of discharge. No other benefit shall be provided to any discharged Employee, regardless of reason for discharge, except those wages earned to the last date worked.

27.4 The Union or the discharged Employee may protest such discharge within five (5) days thereof by written notice to the Employer. If the Employee or the Union is not satisfied with the answer of the Employer to such written objections, such Employee or Union shall submit such dispute to arbitration within five (5) days thereafter. If such objection is not so submitted to arbitration, such Employee shall be barred from any claims of any kind against the Employer. Any Employee who has, however, been discharged and which discharge is later found to be without just cause, if such determination is made as provided herein, shall be reinstated and paid for time lost, including overtime which such Employee would have worked.

27.5 Employee Resignation. Employees electing to resign or quit their employment will give the Employer two (2) weeks' written notice and shall continue in the Employer's service during this two (2) week period with the exception that the Employee may leave sooner when competent replacement can be made by the Employer. The Employer is to furnish printed forms of such resignation.

A regularly scheduled Employee who fails to give the required two (2) weeks written notice of leaving or who gives such notice but fails to work any of his/her regularly scheduled hours without being excused by the Employer, will have his/her pay reduced to minimum wage for hours owed to a maximum of a two (2) week regular schedule. In order to receive pay from available sick leave, an Employee must provide a doctor's verification for the absence. Employees with at least one (1) year of service (from date of hire) who provide more than the required two (2) weeks' notice, will receive additional compensation for hours worked during the notice period as outlined below providing the employee works all regular scheduled hours or is excused.

- a) Three weeks' notice: A bonus equal to two dollars (\$2.00) per hour for the third week will be paid on the Employee's last paycheck for regular scheduled and worked hours.
- b) Four or more weeks' notice: A bonus equal to three dollars (\$3.00) per hour for the fourth week for regular scheduled and worked hours.

ARTICLE 28 GRIEVANCE AND ARBITRATION

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

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

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

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

Step 3. If the grievance is not resolved at Step 2, it may be appealed to the Director of Employee & Labor Relations or designee within fifteen (15) calendar days from the date of receipt of the Employer's response following the Step 2 grievance meeting. Within fifteen (15) calendar days following receipt of the

grievance by the above named, the Director of Employee & Labor Relations or designee and the Union Representative shall meet in an attempt to resolve the grievance. The Employer shall respond to the grievance, in writing, within fifteen (15) calendar days of such meeting.

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

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

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

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

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

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

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

1. Expedited Arbitration shall be optional and is not meant to replace the normal Arbitration clause of this agreement.
2. The award in an Expedited Arbitration shall be binding on the parties in accord with the regular arbitration clause; however, it shall not be considered precedent-setting and shall not constitute a basis for settlement of other grievances.

3. The Director of Employee & Labor Relations or designee and the Union may develop a "short list" of readily available arbitrators, acceptable to both parties, all of which can be used. This list is to be reviewed biannually by the above. At least five (5) arbitrators shall be maintained as current on this list. The list will list the arbitrators alphabetically and use of the arbitrators shall be on a rotating basis from "A" through "Z".
4. The cost of the Expedited Arbitration shall be borne equally by the Employer and the Union.
5. Time limits for pursuit of a grievance through the Expedited Arbitration process shall be mutually agreeable.

ARTICLE 29 LABOR/MANAGEMENT PARTNERSHIP

29.1 The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance, which is in the interest of the Employees, the bargaining unit, and the Employer. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a Labor Management meeting. Operational processes or procedures addressed in this collective bargaining agreement may be discussed or modified through the Labor Management Committee.

29.2 The Committee shall consist of representatives of the Employer, members of the bargaining unit (which shall be representatives of the various units of the Employer). Bargaining unit members shall be paid for time spent in attendance at designated joint meetings of the Labor Management committee and shall accrue hours for the purposes of contractual benefits.

29.3 The Committee shall meet at least quarterly at agreed upon times, and meetings shall follow an agenda which shall be distributed in advance of each meeting. The Committee will utilize the interest-based problem solving principles and process.

ARTICLE 30 DRUG AND ALCOHOL TESTING

30.1 The Essentia Health Policy and Procedure for Drug and Alcohol Testing, policy number EH A1035, effective May 8, 2014, or any successor policies or amendments thereto, shall apply to employees covered by this collective bargaining agreement. A copy of this policy shall be provided to all employees. The parties have agreed to meet and confer prior to the effectuation of substantive change.

ARTICLE 31 TUITION REIMBURSEMENT

The Employees covered under this Collective Bargaining Agreement shall have access to the tuition reimbursement program, policy number HR0020, effective July 2007, and subject to revision from time to time. There shall be no diminution of the benefit during the term of this Agreement.

**ARTICLE 32
NO STRIKES OR LOCKOUTS**

32.1 There shall be no strikes or lockouts of any kind, including sympathy strikes, whatsoever during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute.

32.2 No employee shall engage in any concerted refusal to work, slowdown, or work stoppage.

32.3 The failure or refusal on the part of any employee to comply with the provisions of this section may result in immediate discipline up to and including discharge. If any employee is disciplined or discharged for allegedly engaging in a strike in violation of this section, the employee may proceed through the grievance procedure contained in this Agreement.

**ARTICLE 33
SEPARABILITY**

33.1 All sections, paragraphs, sentences, clauses and/or phrases of this Agreement are separable. Should any sections, paragraphs, sentences, clauses, and/or phrases of this Agreement be declared invalid, by a 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 sections, paragraphs, sentences, clauses, and/or phrases of this Agreement.

33.2 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.

**ARTICLE 34
TERMINATION OF AGREEMENT**

34.1 This Contract shall remain in full force and effect from the first day of April, **2021**, and shall be automatically renewed and remain in full force and effect from year to year thereafter; providing, however, that upon ninety (90) days prior to March 31st, **2024**, either party by written notice served upon the other party may elect to terminate this Contract to amend any or all of the provisions thereof which shall specify the provisions of the Contract to be amended, terminated, or otherwise altered and changed.

IN WITNESS WHEREOF, the parties have executed this Agreement this **1st day of April 2021**.

ESSENTIA HEALTH
Duluth, Minnesota

Diane Davidson

Diane Davidson (Nov 2, 2021 11:06 CDT)

Diane Davidson, Chief Human Resources Officer

Sara Dorfman

Sara Dorfman, Director Employee & Labor Relations

Paul Zech

Paul Zech, Attorney

Sarah Aili

Sarah Aili, Employee & Labor Relations Specialist

Darren Froehle

Darren Froehle (Oct 21, 2021 09:48 CDT)

Darren Froehle, Nurse Manager

Chad Nurminen

Chad Nurminen (Oct 25, 2021 07:03 CDT)

Chad Nurminen, Nutrition Services Director

AnnaMae Heger

AnnaMae Heger, Environmental Services Manager

**UNITED FOOD AND COMMERCIAL
WORKERS UNION, LOCAL #1189**
Duluth, Minnesota

Stacy Spexet

Stacy Spexet, Union Representative

Bruce Bergh

Bruce Bergh, Union Representative

Adam Evenstad

Adam Evenstad, Union Representative

Lou Ann Fox

Lou Ann Fox, Surgery

David Kazmierczak

David Kazmierczak, Nutrition Services

APPENDIX "A" - WAGE SCALE

GRADE 1: Nutrition Services Assistant (I), Patient Sitter

	<u>4/1/2021</u>	<u>4/1/2022</u>	<u>4/1/2023</u>
Start	\$ 12.52	\$ 13.14	\$ 13.34
6 month	\$ 13.03	\$ 13.68	\$ 13.89
1 Year	\$ 13.70	\$ 14.39	\$ 14.60
2 Years	\$ 14.80	\$ 15.17	\$ 15.40
3 Years	\$ 15.99	\$ 16.39	\$ 16.64
4 Years	\$ 17.07	\$ 17.49	\$ 17.76
5 Years	\$ 18.14	\$ 18.59	\$ 18.87
7 Years	\$ 18.54	\$ 19.01	\$ 19.29
15 Years	\$ 18.88	\$ 19.35	\$ 19.64

GRADE 2: Nutrition Services Assistant (II), Supply Chain Clerk, Nutrition Services Clerk, Environmental Services Technician

	<u>4/1/2021</u>	<u>4/1/2022</u>	<u>4/1/2023</u>
Start	\$ 13.48	\$ 14.16	\$ 14.37
6 month	\$ 13.96	\$ 14.66	\$ 14.88
1 Year	\$ 14.64	\$ 15.01	\$ 15.23
2 Years	\$ 15.29	\$ 15.68	\$ 15.91
3 Years	\$ 16.70	\$ 17.11	\$ 17.37
4 Years	\$ 17.58	\$ 18.02	\$ 18.29
5 Years	\$ 18.68	\$ 19.15	\$ 19.43
7 Years	\$ 19.03	\$ 19.51	\$ 19.80
15 Years	\$ 19.37	\$ 19.86	\$ 20.15

GRADE 3: Nursing Assistant, Operating Room Assistant, Rehab Services Aide, Sterile Processing Technician I, Patient Transport

	<u>4/1/2021</u>	<u>4/1/2022</u>	<u>4/1/2023</u>
Start	\$ 14.39	\$ 15.33	\$ 15.56
6 month	\$ 14.87	\$ 15.84	\$ 16.07
1 Year	\$ 15.54	\$ 16.55	\$ 16.79
2 Years	\$ 15.99	\$ 17.03	\$ 17.29
3 Years	\$ 17.00	\$ 17.43	\$ 17.69
4 Years	\$ 17.80	\$ 18.24	\$ 18.52
5 Years	\$ 18.95	\$ 19.43	\$ 19.72
7 Years	\$ 19.23	\$ 19.71	\$ 20.00
15 Years	\$ 19.58	\$ 20.07	\$ 20.37

GRADE 3.5: Sterile Processing Technicians II

	<u>4/1/2021</u>	<u>4/1/2022</u>	<u>4/1/2023</u>
Start	\$ 15.66	\$ 16.16	\$ 16.40
6 month	\$ 16.16	\$ 16.66	\$ 16.91
1 Year	\$ 17.01	\$ 17.36	\$ 17.62
2 Years	\$ 17.50	\$ 17.80	\$ 18.07
3 Years	\$ 18.16	\$ 18.66	\$ 18.94
4 Years	\$ 19.04	\$ 19.54	\$ 19.83
5 Years	\$ 20.30	\$ 20.80	\$ 21.11
7 Years	\$ 20.60	\$ 21.10	\$ 21.42
15 Years	\$ 20.95	\$ 21.45	\$ 21.77

GRADE 4: Pre-Procedure Assessment Aide

	<u>4/1/2021</u>	<u>4/1/2022</u>	<u>4/1/2023</u>
Start	\$ 16.84	\$ 17.09	\$ 17.34
6 month	\$ 17.14	\$ 17.40	\$ 17.66
1 Year	\$ 17.66	\$ 17.93	\$ 18.19
2 Years	\$ 18.55	\$ 18.83	\$ 19.11
3 Years	\$ 19.38	\$ 19.67	\$ 19.97
4 Years	\$ 20.12	\$ 20.43	\$ 20.73
5 Years	\$ 21.00	\$ 21.31	\$ 21.63
7 Years	\$ 21.37	\$ 21.69	\$ 22.01
15 Years	\$ 21.89	\$ 22.22	\$ 22.56

GRADE 5: Sous Chef

	<u>4/1/2021</u>	<u>4/1/2022</u>	<u>4/1/2023</u>
Start	\$ 19.63	\$ 19.93	\$ 20.23
6 month	\$ 19.90	\$ 20.20	\$ 20.50
1 Year	\$ 20.46	\$ 20.76	\$ 21.07
2 Years	\$ 21.04	\$ 21.36	\$ 21.68
3 Years	\$ 21.68	\$ 22.01	\$ 22.34
4 Years	\$ 22.28	\$ 22.62	\$ 22.96
5 Years	\$ 23.00	\$ 23.34	\$ 23.69
7 Years	\$ 23.44	\$ 23.79	\$ 24.15
15 Years	\$ 23.82	\$ 24.17	\$ 24.54

4/1/2023 1.5% ATB

Longevity: Those employees who currently receive the Longevity Pay of \$0.50/hour for employees with 20 years (41, 600 date of hire hours) will continue to receive this compensation throughout the term of their employment in the bargaining unit at Essentia Health. Incumbent employees who obtain 20 years (41,600 date of hire hours) of continuous employment with Essentia Health prior to April 1, 2023, will also receive the longevity bonus of \$0.50/hour throughout the term of employment in the bargaining unit at Essentia Health.

**LETTER OF UNDERSTANDING
BETWEEN
MILLER-DWAN MEDICAL CENTER
AND
UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL #1189**

As a result of discussions within the Labor Management Partnership regarding the intent of the language of Section 3, paragraph (a), of **ARTICLE 14. HOURS and WAGES**, which states:

“The Employer will schedule the employees so that in the nursing service department, employees will not be scheduled for more than eight (8) consecutive days of employment, and in all other departments, the employee will not be scheduled for more than seven (7) days of employment, unless such employee shall be paid at overtime rates (one and one-half (1½) time the regular rate of the job) for all consecutive days worked in excess of the foregoing limitations. The Employer will provide in such schedule two (2) consecutive days of rest if the maximum number of consecutive days of work are scheduled as above provided or will pay overtime for consecutive days of work exceeding the above limitation.”

The parties are in agreement that “scheduled” is defined to mean those shifts that the employee has been scheduled to work, in advance of actually working them. This does not mean the shifts actually worked. Thus, if an employee in the nursing department is scheduled for nine (or more) consecutive shifts on the four week schedule that is posted two weeks in advance of its start, that employee would be entitled to be paid overtime rates for all scheduled shifts beyond eight consecutive shifts.

However, if an employee in the nursing department is scheduled for eight consecutive shifts on that same four week schedule, and ends up working an additional shift (for whatever reason) that then becomes the ninth consecutive shift worked, no overtime premium is due that employee. Once this employee exceeds 80 hours within that two-week payroll period, overtime rates would apply for all hours worked in excess of 80 hours.

This same model applies in all other departments, modifying the consecutive shifts to seven, as specified in the contract.

For Essentia Health

By: _____
Sara Dorfman
Director of Human Resources

Date: _____

For the Union:

By: _____
Tamara Jones – Union Representative

Date: _____

**LETTER OF UNDERSTANDING
BETWEEN
MILLER-DWAN MEDICAL CENTER
AND
UFCW LOCAL #1189**

SUBJECT: DISCIPLINE AND TERMINATION OF EMPLOYMENT

Our mutual interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Upon completion of the probationary period, employees shall be disciplined only for just cause, using the "Seven Tests of Just Cause". When an employee is to receive a verbal warning, written warning or be suspended or terminated, the issue shall be discussed in private, with the opportunity to have a union representative in attendance.

Progressive discipline will be applied, beginning with corrective measures intended to ensure that the employee understands the rules and is aware of the consequences of continued non-compliance (verbal warning). In situations where such corrective measures are unsuccessful, progressive discipline (including written warning, suspension without pay, and termination) will be applied.

Verbal warnings shall be documented as such and kept in an active file for one (1) rolling year, after which time if no further like infractions occur, they cannot be used in any further discipline.

Written warnings, notices of suspension, and notices of termination shall become a part of an employee's personnel file. The employee shall receive a copy of such warnings and/or notices, and a copy shall also be forwarded to the Union. Any form of discipline so documented shall be subject to the grievance procedure.

It is further understood that potentially serious violations of policy or work rules may warrant discipline outside the normal progression. The following non-inclusive list of examples of employee misconduct are not subject to progressive discipline and may warrant more severe disciplinary action, including termination:

- a) Disclosing to unauthorized persons confidential or privileged information.
- b) Mistreatment or neglect of patients.
- c) Dispensing or personal use of prescription drugs without the approval of a physician.
- d) Consumption of illegal drugs or alcohol on Employer premises.
- e) Theft.
- f) Fighting on Employer premises.

ESSENTIA HEALTH
By _____
Sara Dorfman, Labor Relations

UFCW LOCAL #1189
By _____
Tamara Jones – Union Representative

Date _____

Date _____

**LETTER OF UNDERSTANDING
BETWEEN
ESSENTIA HEALTH (SMDC MEDICAL CENTER/ESSENTIA HEALTH
DULUTH)
and
UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1189**

Subject: Sterile Processing Department Certification Grandfathering

May 11, 2021

During the negotiations leading up to the final 2021-24 Collective Bargaining agreement, the parties agreed that the four incumbent bargaining unit employees in the Sterile Processing Department named below are not presently Certified as Sterile Processing Technicians and will not be required to become certified. The four employees named below will nevertheless be paid as Sterile Processing Technician IIs, and their wages will be as provided for in new Grade 3.5 on the Wage Scale:

- o Lou Fox
- o Brian Maki
- o Mary VanDell
- o Lynn Gunmon

ESSENTIA HEALTH

UFCW LOCAL #1189

By  _____

By  _____

ATTORNEY

Union Representative

Date 6/28/2021

Date 28 June 2021