

ESSENTIA HEALTH – MOOSE LAKE

Contract

Effective
03/18/2022 – 09/30/2024



United Food and Commercial Workers Union Local 1189

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Collective Bargaining Agreement

Between

Essentia Health – Moose Lake

and

UFCW Local 1189

March 18, 2022, through September 30, 2024

TABLE OF CONTENTS

	<u>Page</u>
Preamble	1
Article 1 – Bargaining Unit.....	1
Article 2 – No Strikes / No Lockouts.....	2
Article 3 – Non-Discrimination	2
Article 4 – Union Security	2
Article 5 – Management Rights	4
Article 6 – Seniority.....	4
Article 7 – Scheduling and Overtime.....	5
Article 8 – Discipline and Discharge	8
Article 9 – Labor-Management Committee (LMC) Meetings.....	9
Article 10 – Extra Work Shifts/Hours.....	9
Article 11 – Low Need.....	10
Article 12 – Layoffs and Permanent Reductions in Hours	11
Article 13 – Posting and Filling Permanent Positions	12
Article 14 – Wages.....	13
Article 15 – Paid Time Off (PTO)	14
Article 16 – Holidays	15
Article 17 – Temporary Vacancies	16
Article 18 – Leaves of Absence	16
Article 19 – Insurance	17
Article 20 – Retirement.....	18
Article 21 – General Provisions	18
Article 22 – Grievance and Arbitration.....	18
Article 23 – Drug and Alcohol Testing.....	20
Article 24 – Tuition Reimbursement	20
Article 25 – Savings Clause.....	20
Article 26 – Duration	21
Appendix A – Wage Rates.....	22

COLLECTIVE BARGAINING AGREEMENT
between
ESSENTIA HEALTH – MOOSE LAKE
and
UFCW LOCAL 1189

Preamble

This Agreement is made and entered into by and between Essentia Health – Moose Lake (hereafter “the Employer”) and United Food and Commercial Workers Union, Local #1189, chartered by the United Food and Commercial Workers Union (hereafter “the Union”).

Article 1 – Bargaining Unit

- 1.1 *Bargaining unit definition.* The Employer recognizes the Union as the exclusive bargaining representative of the following bargaining unit:

All full-time and regularly scheduled part-time Environmental Services Technicians, Nursing Assistants, Nutrition Services Assistants, Cooks, Laundry Workers, Sterile Processing Technician IIs, and Rehabilitation Services Aides employed by the Employer at its hospital located at 4572 County Road 61, Moose Lake, MN; excluding casual employees, student employees, temporary employees, RNs, LPNs, technical employees, office clerical employees, business office clerical employees, skilled maintenance employees, managerial employees, professional employees, guards and supervisors as defined in the National Labor Relations Act, and all other employees.

- 1.2 *Definitions.*

- 1.2.1 *Full-time employee:* An employee holding a position in a covered classification authorized for 80 hours per two-week pay period (i.e., 1.0 FTE).
- 1.2.2 *Regularly-scheduled part-time employee:* An employee holding a position in a covered classification authorized for less than 80 hours per two-week pay period (i.e., an authorized FTE below 1.0 FTE).
- 1.2.3 *Casual employee:* Any employee who is not authorized to work a defined number or range of hours per pay period (i.e., who does not have an authorized FTE status). Casual employees are not in the bargaining unit and are not covered by this Agreement.
- 1.2.4 *Student employee:* Any employee enrolled in a high school academic program resulting in a high school diploma or equivalent degree, or any employee who has completed such program, but only through August 31 of their completion or graduation year. Student employees are not in the bargaining unit and are not covered by this Agreement.

1.2.5 *Temporary employee:* An employee who was hired for a particular project, or for a particular purpose or based upon a particular condition that will come to an end, or for a predefined period of time. The duration of a position held by a temporary employee shall not exceed 120 calendar days, subject to an extension of up to 60 additional days upon providing notice to the Union. Temporary employees are not in the bargaining unit and are not covered by this Agreement.

1.3 *New or modified job classification.*

1.3.1 In the event that a new job classification is added to the bargaining unit, the Employer will notify the Union of the planned wage rates for the job classification, and will, upon timely request from the Union, meet with the Union regarding the wage rates.

1.3.2 In the event that the Employer and the Union are unable to agree as to the inclusion or exclusion of a new or modified job classification not specified in Section 1.1 above, either party may file a unit-clarification petition with the National Labor Relations Board.

1.4 *Transaction affecting ownership.* In the event of any sale, purchase, merger, or other transaction affecting the ownership of the Hospital, the Employer will provide the other organization with a copy of this Agreement. In the event that such transaction occurs, the Employer will notify the Union, and will provide the Union with notice and an opportunity to bargain over the effects of the transaction on the members of the bargaining unit.

Article 2 – No Strikes / No Lockouts

2.1 The Union and its officers and agents agree that, for the duration of this Agreement, there shall be no strikes, sympathy strikes, slow downs, or any acts of any similar nature that could possibly interfere with the Employer's operations. The prohibition against these activities shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under any grievance-arbitration procedure set forth in this Agreement.

2.2 There shall be no lockouts during the term of this Agreement. The prohibition against lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under any grievance-arbitration procedure set forth in this Agreement.

Article 3 – Non-Discrimination

3.1 Both parties agree that they will not discriminate against bargaining unit members because of age, color, creed, culture, disability (physical or mental), ethnicity, familial status, gender identity or expression, national origin, race, religion, sex, sexual orientation, or other legally-protected status, or on the basis of union membership or activities or support (or lack thereof).

Article 4 – Union Security

4.1 *Union security.* All bargaining unit employees, as a condition of employment, shall become members in good standing of the Union or alternatively pay that portion of the dues, initiation fees and/or assessments that are used for the Union's representational functions. Full members of the Union are those employees in the bargaining unit who pay their full monthly dues and

are entitled to full participation in all union activities. Payments are not required under this Section until the employee has completed 30 days of employment.

- 4.2 *Dues check-off.* The Employer shall, upon written authorization of a member of the bargaining unit, deduct union dues or fees from employees' pay and remit the deducted amounts to the Union. The authorization shall not be irrevocable for a period of more than one (1) year or beyond the expiration of this Agreement, whichever occurs sooner.

4.2.1 It is understood and agreed that a dues check-off authorization form authorizing Mercy Hospital to deduct an employee's union dues or fees cannot be honored.

- 4.3 The Employer shall provide a lawful and proper dues authorization form to employees electronically as part of the Employer's onboarding process. The authorization form is subject to revision based upon mutual agreement and/or updates required by law. In the event an employee needs to provide the authorization via a paper dues authorization card, the Employer and the Union will continue to accept such authorization.

- 4.4 The Union shall indemnify the Employer and hold it harmless against any and all claims, demands, and liabilities that arise out of or by reason of any action taken by the Employer for the purpose of complying with the provisions of this Article, or in reliance on any list, notice, or authorization that shall have been furnished to the Employer under any of such provisions.

- 4.5 The Employer agrees to furnish the Union a list of the names and addresses of all employees employed by the Employer who are covered by this Agreement, within thirty (30) days of the effective date of this Agreement. Thereafter, the Employer agrees to furnish the Union a monthly list of new hires, terminations, and employees on leave of absence.

- 4.6 The Union shall furnish to the Employer a complete list of stewards upon the Employer's request or upon any change.

- 4.7 A representative of the Union, who is not an employee, may be permitted to enter the hospital. This shall apply during the regular business hours in order to conduct normal union / labor relations business. Such representative shall secure prior permission and arrange their visit by appointment with Employee and Labor Relations or a designated Employer representative. Attempts will be made by the Union Representative to ensure that these visits shall create minimal disruption of the Employer's business.

- 4.8 The Employer agrees to provide employees with electronic access to their collective bargaining agreement once they have signed a dues authorization card.

- 4.9 The Employer will deduct contributions to the UFCW Active Ballot Club from 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 submitted to the Union along with the Union dues. The Employer is not responsible for the management or administration of the Active Ballot Club expenditures. The Union shall indemnify and hold Employer harmless from any and all claims from the deduction and remission of contributions.

Article 5 – Management Rights

- 5.1 The management of the Employer and the direction of the working forces shall be vested solely and exclusively in the Employer, except as specifically limited by the express written provisions of this Agreement. This provision shall include, but is not limited to, the right to determine the quality and quantity of work performed; to create new job classifications and eliminate existing job classifications; to assign and delegate work; to determine the work which employees are to perform; to discipline employees for just cause; to implement, revise, and enforce reasonable work rules and other policies; to determine the work schedules for employees and the hours to be worked; to establish the hours of work (number of hours and starting and end times); to determine the number of employees to be employed; to lay-off employees; to hire, classify, transfer, and promote employees; to discontinue (either temporarily or permanently) some or all of the Employer's operations; to transfer or relocate some or all of the Employer's operations; to determine the methods of compliance with federal and state statutes and regulations affecting the Employer's operations; to maintain and improve efficiency; to enter into contracts for the furnishing and purchasing of supplies and services; to change, modify, or discontinue existing operating methods and the equipment used; and to determine the products and services offered. In addition, any of the rights, powers, or authority the Employer had prior to the signing of this Agreement are retained by the Employer except where specifically modified by the express written provisions of this Agreement.

Article 6 – Seniority

- 6.1 *Definition.* For purposes of this Article, "seniority" is defined as the length of an employee's continuous employment with Essentia Health measured from their most recent date of hire.
- 6.1.1 Notwithstanding the definition of seniority in Section 6.1, the seniority for employees who were employed by Mercy Hospital as of July 31, 2020, and who became employed by Essentia effective August 1, 2020, shall include the length of the employee's continuous employment with Mercy Hospital since their most recent date of hire with Mercy Hospital (provided that August 1, 2020, is their most recent date of hire with Essentia).
- 6.1.2 When two or more employees have the same "most recent date of hire" under Section 6.1 above, the relative seniority rank of these employees shall be determined by the employee's month and day of their birth (e.g., June 30 equals 0630 whereas October 15 equals 1015), with the higher number resulting in greater seniority.
- 6.2 *Seniority lists.*
- 6.2.1 There shall be one seniority list for each job classification.
- 6.2.2 Within thirty (30) calendar days following the execution of this Agreement, the Employer shall prepare and post the seniority list(s) for all employees covered by this Agreement. Such list(s) shall be updated every year and upon request from the Union.

6.3 *Termination of seniority.* An employee's seniority, and all rights incidental to seniority, shall terminate if the employee:

1. Resigns or quits from employment with Essentia Health;
2. Has been discharged or has otherwise separated from employment in conformity with this Agreement;
3. Retired;
4. Has failed to report to work as scheduled, following a leave of absence, or an approved absence from work, or a suspension;
5. Has been unable to perform any work due to a medical condition or work related injury for a period of one year;
6. Has failed to report for work within seven days of being notified that the employee is being recalled from layoff; or
7. Has been on layoff for a period of twelve (12) months.

6.4 *Probationary period.* An employee will not establish seniority until the employee has completed five hundred twenty (520) hours worked. This probationary period may be extended for an additional one hundred seventy-five (175) hours worked by mutual agreement between the Union and the Employer.

Such probationary employees do not have the right to bid on a posted bargaining unit position.

During the probationary period, the employee may be terminated from employment for any reason, and such action shall not be subject to dispute or constitute a grievance.

Upon successful completion of the probationary period, employees will be credited with seniority from their date of hire.

Article 7 – Scheduling and Overtime

7.1 *Work schedules.* The Employer shall determine and publish the work schedules for the employees covered by this Agreement.

7.1.1 The general practice will be to post the schedule at least fourteen calendar days in advance of the first day of the schedule, with exceptions for bona fide emergencies.

7.1.2 An employee's regular schedule will reflect their authorized FTE.

7.1.3 A change in the posted schedule will only be made if (a) the employee mutually agrees, or (b) in event of a bona fide emergency.

7.1.4 The Employer agrees to allow the trading of shifts if employees wish to do so, provided that both employees are qualified to perform the work of the other, and they obtain supervisory approval, and the trade will not result in any overtime or additional premium pay situation.

7.1.5 The Employer shall not reduce or change hours from the posted schedule solely for the purpose of avoiding the payment of overtime. This shall not be interpreted to preclude an employee from volunteering or agreeing to reduced or changed hours.

None of the language set forth in Sections 7.1.2 through 7.1.5 above shall be interpreted to preclude or impair the process for low needing staff (*see* Article 11 for that process) or the process for assigning extra work shifts/hours (*see* Article 10 for that process).

7.2 The normal hours of work shall be a maximum of eighty (80) hours in a fourteen-day pay period. This shall not be construed as a guarantee of any particular schedule or number of hours, or as a limitation on the Employer's right to require overtime.

7.3 *Overtime.* An employee shall be paid one and one-half (1½) times their regular rate of pay for all hours worked in excess of eight (8) hours in the workday or eighty (80) hours during the pay period.

In the alternative, an employee shall be paid one and one-half (1½) times their regular rate of pay for all hours worked in excess of forty (40) hours in the workweek.

7.4 The Employer may implement a pattern of work schedules that includes work shifts in excess of eight hours in the event that the employee consents. The Employer may additionally or alternatively create open positions that have a pattern of work schedules that includes work shifts in excess of eight hours, provided that this is identified as a feature of the position(s). Employees who have a pattern of work schedules that includes work shifts in excess of eight hours will be on the over 40 hours overtime standard.

7.5 An employee shall not work overtime unless it is expressly authorized or approved by the employee's manager or designee, with exceptions for bona fide emergencies.

7.6 *No duplication or pyramiding.* Overtime payments shall not be duplicated for the same hours worked under the terms of this Agreement, and to the extent that hours are compensated for as overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision. The same shall apply to premium pay so that premium pay shall not be permitted or duplicated for the same hours worked. For purposes of this section, shift differentials, team lead pay, and cook pay do not constitute forms of premium pay.

7.7 *General pattern of scheduling.* The general pattern of scheduling, *see* #6 for exceptions, will be as follows:

1. Days off during a two-week period will include at least every other weekend off.
2. Employees shall not be scheduled to work more than seven (7) consecutive days without the employee's consent.

3. Employees will not be scheduled for split shifts.
 4. The Employer will not schedule employees with less than ten (10) hours off between shifts.
 5. In an area or department where there are employees working three different work shifts (*i.e.*, day, evening, and night), an employee will not be scheduled for all three of them during the same week.
 6. Exceptions to the general pattern of scheduling standards above (#1 through #5) may occur where an employee volunteers or agrees to a scheduling pattern that is different from the general standard(s) above, or where needed to ensure adequate coverage at all times, or in situations where the application of the general patterns would have the effect of depriving patients of needed care and/or support and/or service.
- 7.8 *Breaks and meal periods.* Employees will normally receive a fifteen (15) minute rest period at times designated by their supervisor or designee during each four (4) hours worked. Normally, employees who work a work shift of eight or more hours will receive a 30-minute unpaid meal period during their work shift.
- 7.9 *FTE Creep.* An employee's regular schedule shall reflect their authorized FTE. If an employee exceeds their authorized FTE for over a six-month period, the FTE may be adjusted. The Employer will consider, but not be limited to, the following factors:
- a. Whether the employee was filling in for a posted vacant position.
 - b. Whether the employee was filling a temporary vacancy or otherwise covering some leave(s) of absence.
- An employee shall have the right to challenge through the grievance procedure any perceived discrepancy between their regular schedules and their FTE.
- 7.10 *Mandatory meetings.* Mandatory department meetings, including those held during an employee's meal period, shall be considered paid time.
- 7.11 *Report-in pay.* If an employee reports for work on their 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 (2) hours of pay.
- 7.12 *On-call.* Employees who are required to be on-call shall be paid \$7.00 per hour for such hours on-call. When an on-call employee is actually called-in to work, the employee shall not receive pay at the on-call rate on top of the employee's pay for performing work. An employee who is called-in from off-premises call will be allowed at least two (2) hours' work or pay in lieu thereof. If an employee is called for a second instance of being called-in to work while still within the initial two-hour called-in period, this does not result in the employee receiving an additional two hours' minimum pay for a guaranteed four (4) hours. Rather, the initial called-in minimum period is replaced with a new two-hour called-in period that starts with the second instance of being called-in to work.

Article 8 – Discipline and Discharge

8.1 The Hospital shall not discipline an employee without just cause.

8.2 Following are the forms of discipline:

- Verbal warning (documented)
- Written warning
- Suspension
- Discharge

It is understood that consideration of progressive discipline is one aspect of just cause. However, this shall not be interpreted to preclude the Employer from discharging an employee immediately for just cause, nor from changing the above sequence depending upon the severity of the action for which the discipline is being administered.

8.3 The following non-inclusive list identifies some examples of misconduct considered to be very serious; any of them may lead to immediate discharge.

- a. Disclosing to unauthorized persons confidential or privileged information.
- b. Mistreatment, inconsiderate treatment, 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.
- g. Use of profanity, especially when directed at patients, coworkers or other staff and visitors.
- h. Insubordination.
- i. Bullying, intimidation, and harassment.

8.4 Verbal warnings shall not be used for progressive discipline purposes after twelve (12) months following issuance of the discipline, provided that the employee did not receive any discipline (verbal warning or above) during the intervening 12-month period.

8.5 When an employee is to be disciplined or discharged, the employee shall be talked to in private. The employee may request a union steward of their choice if available. If that steward is not available but the employee still requests representation, then another steward may attend.

8.6 Any discipline including a verbal warning shall be documented in writing with copies furnished to the Union, Employee & Labor Relations, the employee personnel file.

8.7 By signing the Corrective Action Plan (CAP), the Employee is only acknowledging that they received a copy of the Notice.

Article 9 – Labor-Management Committee (LMC) Meetings

- 9.1 *Purpose.* The Employer and the Union are in agreement that cooperation and understanding between the parties will promote efficient performance and an improved relationship, which is in the interest of the employees, the Union, and the Employer. To this end, it is recognized that matters may arise during the term of this Agreement which may be appropriate to discuss in labor-management committee (LMC) meetings.

Meetings. LMC meetings will occur at agreed-upon dates and times. An agenda will be prepared and distributed in advance of each meeting. A facilitator from Federal Mediation and Conciliation Service may be utilized to ensure that these meetings proceed according to labor-management committee precepts.

Authority. The labor-management committee will have no power to modify the terms of the Agreement or to resolve grievances.

Compensation. Union committee members will be compensated by the Employer for attending the labor-management committee meeting if the meeting occurs during their regularly scheduled shift. Labor management committee hours will not count as hours worked for purposes of eligibility for or computation of overtime.

Article 10 – Extra Work Shifts/Hours

- 10.1 *Extra work shifts/hours.* This Section 10.1 shall apply in the case of a work shift/hours that became available after the final schedule was posted, and in the case of a work shift/hours identified as open / available on the final schedule that was posted.

If the Employer decides that it desires to fill such work shift/hours, it will offer the work shift/hours to the employees in the classification who are qualified to immediately perform the needed work in the following sequence:

- (1) Regularly-scheduled part-time employees in the classification, in order of seniority, where granting the work shift/hours to the employee would not put them into an overtime situation.
- (2) Casual employees, student employees, or temporary employees – in the sequence determined by the Employer – where granting the work shift/hours to them would not put them into an overtime situation.
- (3) Full-time employees or regularly-scheduled part-time employees in the classification, in order of seniority, who would be at overtime.
- (4) Casual employees, student employees, or temporary employees – in the sequence determined by the Employer – who would be at overtime.
- (5) If the work shift/hours are not filled through the four numbered paragraphs above, and the Employer still desires to fill the work shift, the Employer will assign the work shift/hours to the qualified full-time or regularly-scheduled part-time employee on a rotating (take turn) basis in reverse order of seniority.

- 10.2 Notwithstanding the language and sequence set forth in Section 10.1, the Employer may choose to, between number (1) and number (2) or between number (2) and number (3), offer the work shift/hours to a regularly-scheduled part-time employee in a different job classification who is qualified to perform all of the needed work where granting the work shift/hours to the employee would not put them into an overtime situation
- 10.3 For purposes of Section 10.1, the Employer shall use a sign-up method for regular employees to specify their availability for extra work shifts/hours in their classification or department that became available after the final schedule was posted, and the Employer shall have no obligation to attempt to contact an employee who did not indicate that they were available and desired to work.

Article 11 – Low Need

- 11.1 In the event the Employer determines a need for reduced staffing on a daily basis or on a temporary basis, the Employer may implement low need days or hours in accordance with the following order:
1. Employees in overtime status [or in a premium pay situation**] in the job classification subject to the low need.
 2. Employees in the job classification who volunteer to be low needed.
 3. Casual employees, temporary employees, and students in the job classification (in the combination and order chosen by the Employer).
 4. Regularly-scheduled part-time employees for whom the hours or work shift would be an extra work shift on a non-overtime basis.
 5. If there is still a need for reduced staffing, the least senior employee in the job classification subject to the low need will be assigned the low need day or hours on a rotating (take turns) basis. The intent is to equitably distribute low need days under this subparagraph #5 to all employees in the affected job classification.

In all cases involving assigning or granting low need days or hours (whether assigned or volunteered), the Employer will not assign or grant low need in a manner that could negatively impact the care, service, or support for patients or the ability to complete the needed work in a safe, competent, and efficient manner. In situations involving the application of paragraph number 5, if the employee whose turn it is to take involuntary low need is skipped or bypassed on that occasion (so that another employee is assigned the involuntary low need), that employee will remain at the top of the list.

- 11.1.1 *Low need cap.* No bargaining unit member shall be assigned to more than eight (8) hours of involuntary low need in a pay period under paragraph #5 above. Overtime hours or extra work shift hours that were low needed shall not be counted toward the 8-hours-maximum per pay period. Volunteered low need hours shall not be counted toward the 8-hours-maximum per pay period. Also, this cap shall not apply to casual employees, temporary employees, or students.

- 11.2 *Alternative work assignments.* In conjunction with or in lieu of implementing low need and/or to forestall or delay a layoff or permanent reduction in hours, the Employer may assign employees to work that they are qualified to perform in other departments or job classifications. When given such alternative work assignment, the employee will be paid their regular rate of pay, unless assigned to a higher paid classification.
- 11.2.1 The least senior employee(s) in the affected classification qualified to perform the other work will be assigned the alternative work assignment.
- 11.2.2 Notwithstanding the language set forth in Section 11.2.1, the Employer may ask employees in the affected classification who are qualified to work in the other job classification / department whether they would volunteer or agree to the alternative work assignment. If the Employer inquires, and some qualified employee(s) volunteer or agree to the alternative work assignment, the Employer will grant the alternative work assignment to such employee rather than assign it to the least senior employee. If the Employer inquires and there are multiple employees in the affected job classification who are qualified and have offered to accept the alternative work assignment, it shall grant the alternative work assignment to the most senior volunteer.
- 11.3 An employee who volunteers for or is assigned low need hours shall accrue benefits for these hours, but low need hours do not count as hours worked for purposes of eligibility for or computation of overtime.
- 11.4 An employee may request to use PTO to replace hours that were low needed whether on a voluntary or assigned basis.
- 11.5 Nothing in this Article shall be interpreted to preclude the Employer from offering a temporary FTE reduction to one or more employees.
- 11.6 The Employer may offer one or more employees the opportunity to take a low need administrative leave of absence. An employee who goes on such leave of absence shall accrue benefits for the scheduled work hours (based on their FTE) for which they are on the leave. These hours do not count as hours worked for purposes of eligibility for or computation of overtime.

Article 12 – Layoffs and Permanent Reductions in Hours

- 12.1 *Layoffs and permanent reductions in hours.* The Employer shall have the right to implement a permanent reduction in the number of employees and/or a permanent reduction in hours. The Employer will determine the number of positions and/or hours to be reduced within the particular job classification, as well as the FTE mix to be achieved as the result.
- 12.2 The employees affected by a permanent reduction in the number of employees and/or a permanent reduction in hours in the job classification shall be determined in reverse order of seniority amongst the employees on the applicable seniority list.
- 12.2.1 Prior to the effective date of a layoff or permanent reduction in hours, temporary employees in the affected job classification will be released.

12.2.2 The Employer shall seek volunteers holding positions in the affected job classification to accomplish the necessary reductions or layoff. The process shall be based upon seniority by asking the most senior employees first.

12.2.3 An employee who is about to be affected by a layoff may exercise their seniority to take the position held by the least senior employee in a different job classification, provided that one or both of the following conditions applies:

- (a) Looking back from the anticipated date of the layoff, the employee previously held a position in that particular different job classification within the last three (3) years;
- (b) At the time the employee is about to be affected by a layoff, the employee is an established dual in that particular different job classification.

12.3 *Recall.* The Employer will determine when it is able to recall one or more employees who had been laid-off, and the position(s) available for recall. An employee shall only be eligible for recall to a position on the same seniority list from which the employee was laid-off.

Laid-off employees will be recalled in order of seniority (whether the employee volunteered for layoff or was laid-off involuntarily), provided that the employee to be recalled is presently qualified to perform all duties and responsibilities as needed by the Employer.

The Employer shall notify a laid-off employee by telephone that the employee is being recalled, and will also send notice by certified mail to the employee's last known address on file with the Employer. It is the employee's responsibility to immediately notify the Employer of any change in the employee's telephone number and address during the period of recall rights. An employee who fails to accept recall shall thereafter waive their right to recall.

Laid-off employees shall retain recall rights for twelve (12) months from the date of layoff.

12.4 The Hospital will advise the Union in advance of a planned layoff and/or a permanent reduction in hours and upon request of the Union, the parties shall meet to discuss the implementation or the effect of the layoff and/or a permanent reduction in hours, with it being understood that this should occur without delay.

12.5 Bargaining unit employees recalled and returning to benefit-eligible positions or benefit-eligible FTE status shall become eligible for coverage under the Employer's health insurance plan on the first day of the month following the date of return and shall not be subject to the waiting period otherwise required for such coverage.

Article 13 – Posting and Filling Permanent Positions

13.1 When the Employer determines to permanently fill a position, it shall electronically post a notice of the opening for a minimum of seven (7) days. If the Employer has decided to go forward with filling such position, it will select the candidate it deems to be the most qualified applicant for the position. If the Employer determines that there is more than one applicant it deems to be the "most qualified," then (a) the candidate already within the bargaining unit will

be selected over the external applicant; and (b) as between two candidates already within the bargaining unit deemed the “most qualified,” the employee with greater seniority will be offered the position.

- 13.2 When an employee is offered a position within their department, they shall have the option of working one (1) shift in that position at their current wage rate before accepting such position.

Article 14 – Wages

- 14.1 *Wage scale.* Effective March 28, 2022, the wage scale for employees covered by this Agreement is set forth in Appendix A.

- 14.2 *Step Increases.* An employee shall receive a wage increment (or step increase) upon reaching the applicable number of compensated hours as set forth in Appendix A.

Such compensated hours for purposes of this section shall not include off-premises on-call hours, but shall include low need hours, on-premises on-call hours, all hours worked, PTO time used, paid jury duty leave, and paid funeral leave.

All step increases shall be effective with the pay period commencing after the pay period during which the employee reaches the applicable compensated hours benchmark.

- 14.3 *Shift Differentials.* Employees will be paid shift differentials as follows:

- 14.3.1 *Night shift differential.* The night shift differential shall be \$1.00 per hour for hours worked between 11:00 p.m. and 7:00 a.m., provided that a majority of the hours worked by the employee were between 11:00 p.m. and 7:00 a.m.

- 14.3.2 *Weekend shift differential.* The weekend shift differential shall be \$1.00 per hour for hours worked from the start of the day shift on Saturday through the end of night shift starting on Sunday night, provided that a majority of the hours worked by the employee during a work shift was within this time period.

- 14.3.3 The shift differentials set forth in this Agreement shall apply and be paid only for hours actually worked, and shall not apply or be paid for PTO or any other type of paid leave.

- 14.4 The Employer shall abide by the following:

- 14.4.1 *Team lead pay.* If the Employer designates an employee as a team lead and assigns them to work as a team lead, such employee will receive an additional \$1.25 per hour for hours worked in the assigned team lead capacity.

- 14.4.2 *Cook pay.* A Nutrition Services Assistant who is assigned to and works as Cook will, for those particular hours, receive an additional \$0.50 per hour.

- 14.5 *Experience credit.* The Employer may afford experience credit to new hires, thereby paying them a wage rate that is higher than the Start rate for their job classification.

14.6 *Market differential.* If the Employer determines that the market for a specific job classification has increased significantly, or the Employer experiences an inability to recruit or retain for a specific job classification, the Employer may implement 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 incumbent employees in the job classification and newly-hired employees into the same job classification.
- The differential will be a flat rate paid on hours paid.
- The differential will not be part of the employee's base hourly wage rate.
- Annual increases are calculated on the base wage rates only.
- 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, this market differential will be included when determining the regular rate of pay for the calculation of overtime.

Article 15 – Paid Time Off (PTO)

15.1 Eligible employees will receive paid time off (PTO) benefits under the same terms and conditions as Essentia Health – Moose Lake non-union employees, as those terms and conditions may be modified from time-to-time by the Employer.

Notwithstanding the language immediately above, the following, as set forth in this paragraph, shall apply for eligible employees: PTO days may be used for vacation, illnesses, family emergencies, health or dental care, personal business and/or other elective absences. 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.

15.2 Notwithstanding the language set forth in Section 15.1 above, the following shall apply. The following PTO accrual schedule shall be in effect for eligible employees.

A	B	C	D
Years of Service	Accrual Rate	1.0 FTE Annual Accumulation (8-hour days per year based on 1.0 FTE)	PTO Maximum Balance (Hours)
0 to 1.99	0.06538	17	170
2 to 4.99	0.07308	19	190
5 to 5.99	0.08462	22	220
6 to 8.99	0.09231	24	240
9 to 14.99	0.10000	26	260
15 to 19.99	0.10769	28	280
20 to 24.99	0.11154	29	290
25+	0.11538	30	300

- 15.3 An eligible employee accrues PTO on a maximum of two thousand and eighty (2080) hours in a calendar year; in other words, the maximum credited hours for accrual of PTO is 2080 hours in the calendar year.

The PTO maximum balance (i.e., the number of hours in column D corresponding to an eligible employee's years of service) is based upon 1.25 times the annual accumulation. (For example, for an eligible employee with three years of service, the math is 19 days times 8 hours times 1.25 equals 190 hours.) When an eligible employee reaches the applicable maximum balance, the employee does not accrue any additional PTO until such time as the employee's PTO balance drops below the maximum balance, at which time they begin earning PTO again (at least until reaching the maximum balance once more).

- 15.4 For purposes of the PTO accrual rate, the Employer will credit employees who transitioned from the Hospital District to Essentia on 8/1/2020 with years of continuous service since their most recent date of hire with the Hospital District.

15.5 *PTO requests.*

15.5.1 Requests for PTO must be submitted to the employee's supervisor or manager as far in advance of the requested time off as possible. The supervisor or manager shall respond to requests for time off in advance of the date(s) requested, in accordance with department guidelines. In the event of unexpected illness or emergency, the employee is expected to provide as much notice as possible.

15.5.2 Management may limit the granting of PTO requests to assure proper staffing levels. Approval of PTO requests will be based upon total seniority within each department according to departmental guidelines. Management will review PTO guidelines with staff on an annual basis, if requested. The Employer has the sole right to determine proper staffing levels.

Article 16 – Holidays

- 16.1 Eligible employees will participate in the Essentia Holiday Program on the same basis as Essentia Health – Moose Lake non-union employees, as those terms and conditions may be modified from time-to-time by the Employer. The parties agree that they will promptly meet and confer in the event of any substantive changes to the Essentia Holiday Program.

16.1.1 Notwithstanding the language in Section 16.1, for purposes of this Article, following are the holidays: New Year's, Easter Sunday, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, and Christmas.

16.1.2 Notwithstanding the language in Section 16.1, employees between 0.50 FTE and 1.0 FTE are eligible for a scheduled day off on the holiday or within eight weeks prior to or eight weeks following the holiday if they are unable to take a scheduled day off on the holiday. The number of holiday hours for this benefit is dependent upon the employee's FTE status at or above 0.50 FTE. The benefit is 8.0 hours per holiday for a 1.0 FTE employee, with the hours prorated for eligible employees between 0.5 FTE and 1.0 FTE. (For example, it is 7.2 hours for a 0.9 FTE employee; it is 6.4 hours for a 0.8 FTE employee, and so forth, down to employees at 0.5 FTE.)

- 16.1.3 Notwithstanding the language in Section 16.1, employees shall receive time and one-half their straight time regular rate of pay for actually working a work shift on holiday under the same rules and conditions as Essentia Health – Moose Lake non-union employees, as those rules and conditions may be modified from time-to-time by the Employer.
- 16.2 The Employer has the right to determine staffing needs on any holiday listed in Section 16.1.1 based on the number of employees needed, number of hours needed, and the qualifications of employees.

Article 17 – Temporary Vacancies

- 17.1 A vacancy in a bargaining unit position created by an employee being off on PTO, medical leave, or a leave of absence shall be referred to as a temporary vacancy. If the Employer desires to fill the temporary vacancy, it shall be offered by seniority to qualified employees within the same job classification, department, and site who are less than full-time and desire more hours before bringing in a temporary person.

Article 18 – Leaves of Absence

- 18.1 *Family and medical (FMLA) leave.* Eligible employees covered by this Agreement shall be eligible for family and medical (FMLA) leave in accordance with the Essentia Health Family and Medical (FMLA) Leave Policy EHA1011 as 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 substantive changes to be made to the Policy and will agree to meet and confer upon request.
- 18.2 Any employee who uses up their leave under the FMLA may be granted up to an additional twelve weeks of leave if needed. This extension is contingent upon physician verified medical necessity, and the employee must have a provider certification form completed and returned to the Employer in order for the Employer to review the request for the extension, and this 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. The Employer shall not unreasonably withhold this additional leave.
- If the employee returns to work after more than twelve (12) weeks of leave, they will not be entitled to automatic reinstatement; however, if the employee's position is vacant, they will be returned to it. If the employee's position is not vacant, the employee may apply for any open positions for which they are qualified. The employee will remain on record as active for a period of six (6) months from the start of the leave.
- 18.3 *Military leave.* The Essentia Health Policy (EHA1006) on Military Leave, dated 12/08/2011, or any successor policies or amendments thereto, shall apply to employees covered by this Agreement.
- 18.4 *Union leave.* An employee may request a union leave to attend union conferences, conventions, meetings, or training. Any request for union leave shall be presented to the Employer in the same manner as a request for Paid Time Off. If the request is granted, the employee may use Paid Time Off for such leave. Alternatively, if granted, the employee may

choose to take this time off without pay, in which case the employee shall accrue benefits for these hours, but the hours do not count as hours worked for purposes of eligibility for or computation of overtime.

- 18.5 *Jury duty leave.* Eligible employees covered by this Agreement shall be eligible for jury duty leave on the same basis as the Essentia Health – Moose Lake non-union employees as such program may be amended from time-to-time by the Employer. Notwithstanding the previous sentence, upon notice of their jury duty, employees normally scheduled to work the night shift shall meet with management to discuss their work schedule during the period of jury duty.
- 18.6 *Employee subpoenaed to testify by the Employer.* If an employee is subpoenaed to testify by the Employer, the employee will be paid their rate of pay for the hours spent at the hearing, including mileage and travel time from and to the workplace.
- 18.7 *Bereavement leave.* Eligible employees covered by this Agreement shall be eligible for bereavement leave on the same basis as the Essentia Health – Moose Lake non-union employees as such program may be amended from time-to-time by the Employer.
- 18.8 *Miscellaneous leaves of absence.* Eligible employees shall be eligible for a miscellaneous leave of absence on the same basis as the Essentia Health – Moose Lake non-union employees as such program may be amended from time-to-time by the Employer.

Article 19 – Insurance

- 19.1 *Health insurance.* Eligible employees may elect to be covered by the Employer's health insurance program under the same terms and conditions as the Employer's non-contract employees, as those terms and conditions may be modified from time-to-time. Employees who are eligible and elect coverage shall pay the same amount towards the monthly or per-pay-period premiums as the Employer's non-contract employees. Coverage for eligible employees who elect health insurance will commence on the applicable date as provided by the terms of the plan.
- 19.2 *Dental insurance.* Eligible employees may elect to be covered by the Employer's dental insurance program under the same terms and conditions as the Employer's non-contract employees, as those terms and conditions may be modified from time-to-time. Employees who are eligible and elect coverage shall pay the same amount towards the monthly or per-pay-period premiums as the Employer's non-contract employees. Coverage for eligible employees who elect dental insurance will commence on the applicable date as provided by the terms of the plan.
- 19.3 *Short term disability.* Eligible employees may participate in the Employer's short term disability (STD) plan under the same terms and conditions as the Employer's non-contract employees, as those terms and conditions may be modified from time-to-time. Coverage for eligible employees shall be effective on the applicable date as provided by the terms of the STD plan.
- 19.4 *Long term disability.* Eligible employees may participate in the Employer's long term disability (LTD) plan under the same terms and conditions as the Employer's non-contract employees, as those terms and conditions may be modified from time-to-time. Coverage for

eligible employees shall be effective on the applicable date as provided by the terms of the LTD plan.

- 19.5 *Life insurance.* Eligible employees may participate in the Employer's life insurance plan under the same terms and conditions as the Employer's non-contract employees, as those terms and conditions may be modified from time-to-time. Coverage for eligible employees shall be effective on the applicable date as provided by the terms of the plan.

Article 20 – Retirement

- 20.1 *Retirement.* Eligible employees will receive retirement plan benefits under the same terms and conditions as the Employer's non-contract employees, as those terms and conditions may be modified from time-to-time by the Employer. The parties have agreed to meet and confer prior to the effectuation of substantive change.

Notwithstanding the language in the preceding sentence, for purposes of vesting, contribution level, and participation, the Employer will credit employees who transitioned from the Hospital District to Essentia on 8/1/2020 with years of continuous service since their most recent date of hire with the Hospital District.

Article 21 – General Provisions

- 21.1 The Employer is committed to the safety of all employees, the protection of work areas, safety education, safe practices, and accident prevention. Employees shall comply with all Employer rules, policies, and procedures intended to promote and ensure safety.
- 21.2 *Resignation notice.* An employee who wishes to resign will provide the Employer with at least 14 calendar days' notice prior to their resignation.

Article 22 – Grievance and Arbitration

- 22.1 *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.

- 22.2 *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 Employee & Labor Relations in an attempt to resolve the grievance.

Step 2. If the grievance is not resolved at Step 1, it shall be reduced to writing, and the written grievance shall specify the alleged violation of this Agreement, shall identify the specific contractual provision(s) allegedly breached, and shall describe the remedy sought. The written grievance shall be presented to the Department Director/Manager 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 time for said meeting may be extended by mutual agreement. 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.

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 time for said meeting may be extended by mutual agreement. The Employer shall respond to the grievance, in writing, within fifteen (15) calendar days of such meeting.

- 22.3 *Demand for arbitration.* If the grievance is not resolved at Step 3, the grieving party may refer the matter to arbitration. A demand for arbitration shall be in writing, and must be received by the Director of Employee & Labor Relations or designee within fifteen (15) calendar days of the receipt of the Employer's response following the Step 3 grievance meeting.
- 22.4 *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, using a "Metropolitan" list (125-mile radius) with South St. Paul, Minnesota, being identified as the site of the dispute. 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.
- 22.5 *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 final and binding upon the Union, the Employer and individual employee filing the grievance.
- 22.6 *Fees and expenses of the arbitrator.* The fees and expenses of the neutral arbitrator shall be borne equally by the Union and the Employer.
- 22.7 *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.

- 22.8 *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.

Article 23 – Drug and Alcohol Testing

- 23.1 The Essentia Health Policy and Procedure for Drug and Alcohol Testing, policy number EHA1035, 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 made available to all employees. The parties have agreed to meet and confer prior to the effectuation of substantive change.

Article 24 – Tuition Reimbursement

- 24.1 *Tuition Reimbursement.* The Essentia Health policy on tuition reimbursement (HR0020), as updated from time-to-time, shall apply to eligible employees covered by this Agreement. Changes made to the program by the Employer shall also apply to employees covered by this Agreement.

Article 25 – Savings Clause

- 25.1 In the event that any portion of this Agreement is invalidated by the passage of legislation or a decision of court of competent jurisdiction, such invalidation shall apply only to those portions so invalidated, and all remaining portions of this Agreement not invalidated shall remain in full force and effect. In the event any provision(s) are declared to be in conflict with a law, both parties shall meet for the purpose of bargaining regarding the provision invalidated.

[Remainder of page intentionally left blank.]

Article 26 – Duration

26.1 This Agreement shall be effective from March 18, 2022, through September 30, 2024. This Agreement shall remain in full force and effect from year to year thereafter unless either party shall notify the party in writing at least ninety (90) days prior to September 30, 2024, or September 30 of any year thereafter, of its intention to change, modify, or terminate this Agreement. Upon such notification, the parties will be in contact with each other to schedule dates for negotiations.

This Agreement shall be reopened effective October 1, 2023, for the purpose of negotiating wages only. The parties intend to begin meeting approximately 90 days prior to October 1, 2023. Upon the wages-only reopener, all other provisions of this Agreement shall remain in full force and effect.

Essentia Health – Moose Lake

Rene J. Davidson

Date April 8, 2022

Jan M. Bitt

Date 4-6-2022

United Food and Commercial Workers Union,
Local #1189, chartered by the United Food and
Commercial Workers Union

[Signature]

Date 20-Apr-22

[Signature]

Date 4-20-22

Christy K. Chauluk

Date 4-20-22

Jay Timonen

Date 4-21-22

Appendix A – Wage Rates

Effective March 28, 2022

Compensated Hours → ↓ Classification	Start Step 1	2080 Hours Step 2	4160 Hours Step 3	6240 Hours Step 4	10400 Hours Step 5	19760 Hours Step 6
▪ Cook	\$14.16	\$15.16	\$16.03	\$18.00	\$18.33	\$19.54
▪ Nursing Assistant Surgical Aide	\$15.43	\$16.46	\$17.45	\$18.73	\$19.03	\$20.31
▪ Environmental Services Technician ▪ Laundry Worker ▪ Nutrition Services Assistant	\$13.79	\$14.63	\$15.51	\$17.52	\$17.84	\$19.04
▪ Rehabilitation Services Aide	\$15.49	\$16.54	\$17.54	\$18.79	\$19.09	\$20.37
▪ Sterile Processing Technician	\$15.75	\$16.80	\$18.75	\$20.74	\$22.63	\$23.97

Effective October 10, 2022

Compensated Hours → ↓ Classification	Start Step 1	2080 Hours Step 2	4160 Hours Step 3	6240 Hours Step 4	10400 Hours Step 5	19760 Hours Step 6
▪ Cook	\$14.44	\$15.46	\$16.35	\$18.36	\$18.70	\$19.93
▪ Nursing Assistant Surgical Aide	\$15.74	\$16.79	\$17.80	\$19.10	\$19.41	\$20.72
▪ Environmental Services Technician ▪ Laundry Worker ▪ Nutrition Services Assistant	\$14.07	\$14.92	\$15.82	\$17.87	\$18.20	\$19.42
▪ Rehabilitation Services Aide	\$15.80	\$16.87	\$17.89	\$19.17	\$19.47	\$20.78
▪ Sterile Processing Technician	\$16.07	\$17.14	\$19.13	\$21.15	\$23.08	\$24.45