

Lake View Memorial Hospital

Contract

Effective
10/01/2020 – 09/30/2023



United Food and Commercial Workers Union Local 1189

2002 London Rd Ste 211
Duluth MN 55812

Phone: 218-728-5174 or 800-942-3546

Fax: 218-724-5178

Website: www.ufcw1189.org

Other important phone numbers:

Health care/dental (Wilson McShane): 218-728-4231

Employee Assistance Program (T.E.A.M., Inc.): 800-634-7710

Know Your Rights

Request that your Union Representative be present!

U.S. Supreme Court ruled in 1975 "Weingarten" that an employee has certain rights when questioned by their employer. The following are rights that were granted under this case. It applies only when your employer is interviewing you for the purposes of determining whether discipline is warranted. It does not apply when the discipline is already decided.

1. You have a right to Union representation, but you must ask for that representation.
2. You must ask for Union representation from the person doing the questioning. The questioner must be told that you do not want to proceed without Union representation.
3. If the discipline has already been decided upon by the Employer, your right to representation is not there; however, you only need to listen – you do NOT have to answer any further questions.
4. This rule does NOT apply to everyday conversations between a supervisor and an employee regarding performance of job duties and normal work performance.
5. After you have requested Union representation, the Employer rights are:
 - a. They can grant your request and bring in a Union Representative.
 - b. They can discontinue the interview and proceed with the investigation without your participation.
 - c. The Employer can offer you the choice of proceeding without Union representation.

Remember:

What you say can be used against you. Know your rights!
Demand Union representation when you are facing discipline.

UFCW Local 1189

Professional Health Care Division

Between

UFCW Local 1189

and

Lake View Memorial Hospital, Inc

UFCW

United Food & Commercial Workers Union
LOCAL 1189

Effective:

October 1, 2020 – September 30, 2023

UFCW Local 1189
2002 London Road
Duluth, MN 55812
(218) 728-5174
Web Site: www.ufcw1189.org

6/25/2020

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THIS AGREEMENT, made and entered into this first day of October 2020, by and between LAKE VIEW MEMORIAL HOSPITAL, INCORPORATED, a charitable corporation, hereinafter referred to as either the "Employer" or the "Hospital," and the UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL 1189, Duluth, Minnesota, chartered by the United Food and Commercial Workers International Union, hereinafter referred to as the "Union".

WITNESSETH

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

ARTICLE 2 RECOGNITION

2.1 **Exclusive Bargaining Agent:** The Employer recognizes the Union as the exclusive bargaining agent for all the employees of Lake View Memorial Hospital, Incorporated, Two Harbors, Minnesota, in the unit composed of all full and part-time employees in the classifications of housekeeping aides, head laundry person, laundry aides, dietary attendants, certified nursing assistants, licensed practical nurses, medical assistants, excluding probationary employees, unscheduled (casual) employees, per diems, office and clerical employees, supervisory employees, registered nurses, dietitian, other specially trained aides and medical technicians.

2.2 **Subcontracted Work:** If the Employer subcontracts any work now being performed by members of the bargaining unit, the Employer agrees that no bargaining unit employee shall be reduced in hours because of subcontracting.

2.3 **Support For Shared/Consolidated Services:** It is recognized by both parties that due to the present climate of acute health care and long-term health care, it is appropriate whenever possible to share and consolidate services to maximize efficiencies. Both parties pledge support for this concept and pledge to work cooperatively to assure a strong health care organization for the future.

2.4 **Labor Management Committee:** The Union and the Employer agree to set up a Labor-Management Committee. The Union and the Employer have also agreed to formalize Labor-Management meetings through a structured training program, either Federal Mediation and Conciliation Service or Lake Superior Area Labor Management Association.

2.5 **Binding Agreement:** This Agreement shall be binding upon the parties hereto, their successors, administrators, executors and assigns. The Employer shall give the Union and the employees affected one (1) week (seven [7] days) notice of termination of employment where the Employer is terminating business or selling.

ARTICLE 3 UNION SECURITY

3.1 **Conditions of Employment:** 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 sixtieth (60th) calendar day for full-time and the ninetieth (90th) calendar day for part-time 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 sixtieth (60th) calendar day for full-time and the ninetieth (90th) calendar day for part-time following the beginning of such employment become and remain members in good standing in the Union. Full-time, for purposes of this section, is 64 hours per two-week pay period.

3.2 **Dues/Initiation Fees:** The Employer agrees to deduct Union dues and initiation fees and/or reinstatement fees and uniform 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.

3.3 **Dues Frequency:** The deduction of the Union dues shall be made by the Employer from employee wages each pay period and will be transmitted monthly to the Union by the 15th of the following 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.

3.4 **Membership Card/Dues Authorization:** The Employer agrees, under the contract requirements of paragraphs 3.1 and 3.2 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.

3.5 **Dues Exceptions for Temporary Employees:** The provisions of this Article shall not apply to unscheduled employees or be binding upon any temporary person employed on a non-scheduled basis to fill in during the vacation periods for permanent employees or who are employed for short periods of ninety (90) calendar days or less.

ARTICLE 4 MANAGEMENT

4.1 **Management Rights:** The management of the Hospital and all of its auxiliary buildings, the direction of the working forces, the control of all its properties and equipment, the installation of new, improved or changed methods of operations and/or equipment and the hiring, promotion, discipline, layoff, retirement, suspension and discharge of its employees are reserved exclusively and solely as functions of the Hospital administration, provided that in the exercise of such functions the Hospital shall not alter any of the provisions of this Agreement.

ARTICLE 5 HOURS OF WORK/WAGES

5.1 **Full-time/Part-time Defined (Seniority, Probation, Scheduling):** Full-time employees, for purposes of seniority, probation and scheduling shall be defined as working sixty-four (64) or more hours per pay period. Part-time employees, for these same purposes shall be defined as working less than sixty-four (64) hours per pay period. A Per Diem Nursing Assistant is defined as an employee who is required to work three (3) shifts per two (2) week schedules if shifts are available. A Per Diem Nursing Assistant is not assured the availability of work on a regular basis. Benefit levels shall be provided full-time and part-time employees as specified in the appropriate benefit sections.

An unscheduled (casual) employee is defined as a person who normally works less than 24 hours per two-week payroll period. Employees working more than this amount have the opportunity to increase FTE pursuant to the following paragraph.

An unscheduled employee, who over a six (6) month period, is consistently scheduled or works an average number of hours which are greater than 24 hours per two week payroll period, may request to have his/her status evaluated for an increase to the level worked. The Hospital shall compare the employee's shifts per payroll period with the documented factors such as the number on concurrent leaves of absence, census trends, and the viability of resultant unfilled positions.

If the request appears appropriate, the Hospital will provide the employee with a designated FTE equal to the average amount worked less those hours attributable to leaves of absence and census trends. No employee may attain an FTE level which is greater than 1.0. Any FTE level which is increased by reason of the provision of this article need not be posted nor will normal posting procedures have application.

An employee not previously a member of the bargaining unit who becomes a member by operation of this provision shall then come within the scope of Article 3 of this contract and be considered a new employee under section 3.2.

5.2 Full-time/Part-time Probation Defined: All full-time employees shall be probationary employees for sixty (60) calendar days, which may be extended an additional thirty (30) calendar days with Union agreement. All part-time employees and Per Diem Nursing Assistants shall be probationary employees for the first five-hundred twenty (520) hours or six (6) months of employment, whichever is less. During such period, probationary employees may be discharged by the Employer without cause and without the same causing a breach of this Contract, or constituting a grievance hereunder.

5.3 Work Day/Week Defined: Eight (8) hours worked in any one day and forty (40) hours worked in any one (1) week shall constitute the normal workday and the normal workweek respectively. Any hours in excess of eight (8) per day worked or eighty (80) worked in two (2) weeks shall be considered overtime hours and compensated for at one and one-half (1½) times the regular wage rate of the employee. Except for time designated as Administrative Time Off (ATO) or Mandatory Time Off (MTO), vacation and holiday pay shall **not** be considered as time worked when calculating hours worked in a pay period for these provisions. The Employer agrees to pay time and one-half (1½) for all hours which are worked within seven and one-half (7½) hours between shifts.

No employee shall be scheduled for more than 7 consecutive days, voluntarily picked up will not count toward the 7 consecutive days.

5.3a Administrative Time Off (ATO):The code to designate the paid (vacation or personal holiday) or unpaid time off applied when an employee voluntarily reduces hours at the request of management. ATO hours accrue vacation, sick and personal holiday benefits but are not counted as hours worked for purposes of overtime.

Mandatory Time Off (MTO):The code to designate the paid (vacation or personal holiday) or unpaid time off that is assigned to an employee by management to satisfy a low need requirement when there are no volunteers. MTO hours accrue vacation, sick and personal holiday benefits but are not counted as hours worked for purposes of overtime.

5.3b Flexible Scheduling: The Employer and individual employee may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day. Work schedules established pursuant to the provisions of these paragraphs shall be subject to the following conditions:

- A) An employee shall have the opportunity to review the alternate work schedule(s) being considered prior to volunteering to work the flexible schedule(s). The employee may limit her/his agreement to specific types of flexible schedules. The Employer shall retain written documentation that an employee has agreed to a flexible work schedule and of the type of flexible work schedule to which the employee has agreed. An employee electing to work schedules under this paragraph may revoke such election by giving the Employer written notice of four (4) weeks or a period of time equal to that normally covered by the Employer's posted schedule of work hours, whichever is greater. The Employer may similarly revoke such agreed-upon schedule by providing the same prior written notice. However, employees who obtain a flexible scheduling position through the posting process may not revoke the position without Hospital approval.

- B) The basic work period shall be forty (40) hours per week. An employee shall be paid time and one half (1½) for work in excess of forty (40) hours per week rather than the overtime provisions set forth in Section 5.3. Further, even though the total hours worked during a week may not exceed forty (40), an employee working in excess of his/her scheduled work day shall be paid at the rate of time and one half (1½) for all excess time so worked.
- C) Shift differential shall be paid according to Section 5.6.
- D) Sick leave shall be accrued at a rate proportionate to that specified in Section 12.1.
- E) Sick pay will be paid for the total scheduled hours lost and shall be deducted from the accumulated sick leave at the same rate.
- F) Vacation shall accrue proportioned at the rate specified in Section 7.3 and shall be granted in the manner to provide an employee an equal amount of calendar time off as provided in Section 7.2.
- G) There shall be no discrimination by the Employer against any employee because the employee declines to volunteer for flexible work schedules or because the employee revokes a prior election in the manner herein provided.
- H) Holiday pay shall be based on the number of hours regularly scheduled under the flexible schedule. In no event will an occurrence of a holiday, paid sick leave or vacation have the effect of diminishing the number of hours normally paid to an employee in a payroll period.

5.4 **Minimum Scheduled/Called In Hours:** If called in to work or scheduled to work, an employee shall be scheduled a minimum of four hours or be paid for four (4) hours at their regular or overtime rate, unless the Employer and the employee affected mutually agree to a shorter period of worked time, then the time not worked is unpaid. Once an employee reports for work, the employee shall be paid a minimum of four hours straight time pay if called off.

5.5 **Wage Schedule:** Effective wage rates shall be attached and marked "ADDENDUM A".

Wage rates as provided under attached "Addendum A" reflect the following wage adjustments and step increases during the term of the Agreement:

- | | |
|---------|--|
| Year 1: | 2.5% Effective the first day of the pay period immediately following 10/1/20
Add an additional step to wage scale at 10 years 20,800 hours worked. Effective the first pay period in 2021 (1/4/2021). |
| Year 2: | 2.25% Effective the first day of the next pay period that immediately follows 10/1/21 |
| Year 3: | 2.25% Effective the first day of the next pay period that immediately follows 10/1/22 |

5.6 **Shift Differential:** Excluding Urgent Care, hours worked between 3:00 p.m. and 7:00 a.m. shall be paid a shift differential premium of forty cents (.40) per hour. Per Diem Nursing Assistants will receive a shift differential of \$.50/hr for hours worked on evening and night shifts.

Dietary Attendants will be entitled to receive a \$.50 cent per hour certification pay for attaining the Minnesota Certified Food Manager (CFM) Certificate.

5.7 **Minimum Wage Adjustments:** If any state or federal minimum wage law is established which is greater than any minimum rate in this Agreement, all rates shall be increased a corresponding amount the same date that the new minimum wage is made effective.

5.8 **In-Service Meeting:** If an employee is required to attend an in-service meeting outside their regularly scheduled hours of work, such time shall be considered as time worked for the computation of salary.

5.9 **On-Call Premium:** Employees designated as "on-call" shall be paid five dollars (\$5.00) per hour.

5.10 **Expenses for Attending Conferences:** A leave of absence without loss of pay may be granted for the purpose of attendance at workshops, conferences and seminars, with reasonable expenses paid upon approval of the Employer.

5.11 **Uniform Allowance:** A uniform allowance will be paid at a rate of fifteen (\$.15) per hour for all paid hours up to a maximum of 2080 hours per year.

5.12 **Rest Periods:** The present practice of providing a fifteen (15) minute rest period twice a day in an eight (8) hour shift will be continued.

5.13 **Duplication of Overtime and Holiday Premium Pay:** Overtime or holiday premium pay shall not be duplicated for the same hours worked under the terms of this contract and to the extent that hours are compensated for at overtime or holiday premium rates under one provision, they shall not be counted as overtime or holiday premium hours worked under any other provision. This provision shall be construed so that holiday premium or overtime pay shall not be permitted or duplicated for the same hours worked.

5.14 **Week-End Bonus Pay:** The Employer will provide a Weekend Bonus of \$7.50 per hour for time worked on weekends off under the following conditions:

- a. Weekend runs from 11:00 PM Friday to 11:00 PM Sunday.
- b. Bonus does not apply to extra hours on regular weekends or for traded shifts.
- c. Full time employees must work more than 2 weekends in 4, and part-time employees more than 3 weekends in 4, to qualify for the bonus. The bonus is not paid when the employee was on sick time or vacation time for regularly scheduled weekend shifts.
- d. When the above conditions are met, the bonus will apply should an employee be required to work per Article 8.4. The week-end bonus will not apply to holiday shifts voluntarily picked up.

5.15 **Experience Credit**

Newly hired employees may be given up to the 4046 hours wage step for experience credit in their initial wage determination based upon related experience as determined by the Hospital. Prior to placing an applicant higher on the wage scale than the 4046 hours wage step for experience credit, management will verify the applicant's related experience with the Union

5.16 **Market Differential**

A new hire's starting rate of pay will be based upon their actual prior related experience as determined by the Hospital up to the experience credit maximum in Article 5.15. However, if the Hospital determines that the market for a specific job title has increased significantly, or the Hospital experiences an inability to recruit or retain staff for a specific job title, the Hospital may implement a market differential as outlined below:

- The Market Differential will be given to current employees in the job title and new hires into the job title.
- The Market Differential will be a flat rate, as determined by management, paid on hours paid.
- The Market Differential will not be part of the base wage.
- Annual increases are calculated on the base wage only.

- The hospital may reduce or discontinue the Market Differential for new hires and for current employees after it has been in place for 6 months.
- Per the FLSA, the Market Differential shall be considered in the calculation of overtime pay.

ARTICLE 6 SCHEDULING

6.1 **Assignment of Extra Hours, Mandated OT:** Generally, the assignment of extra available work hours, both before and after the schedule is posted, shall be done in such a manner that an employee in a given job title with greater departmental seniority will, insofar as practicable, have the opportunity to work an equal or greater number of such hours than any employee in that job title with less departmental seniority. The same shall be true for the assignment of extra available overtime hours. If extra work becomes available unexpectedly, the Employer may fill those hours by departmental seniority in a given job title with employees who are currently working.

Scheduling procedure:

Known open and available hours for Employees will be filled using the following steps:

- a. The number of Employees per unit per shift is determined.
- b. The approved vacations, leaves of absence or other time off requests applied to the schedule.
- c. Employees schedule to their FTE.
- d. Regularly scheduled Employees offered open shifts by seniority up to 80 hours per pay period, without overtime.
- e. Casual Employees offered open shifts without creating overtime.
- f. Open shifts offered to regularly scheduled Employees by seniority who can work the hours with overtime.
- g. Open shifts offered to fill-in/casual Employees who can work the hours with overtime.
- h. Management may assign open shifts to complete a schedule prior to posting with one shift assigned to one employee, moving through the seniority roster starting with the least senior employee. This assignment will not exceed a 1.0 FTE.
- i. Once the final (signed) schedule is posted, there shall be no change in the schedule for that period, except by mutual agreement between the Employer and the Employee(s) affected.
- j. The work schedule shall be posted for any two (2) week period no later than Monday at 2:00 p.m. proceeding the first week of the two (2) week period.

The parties agree that in the event a senior employee is denied the opportunity to work extra hours pursuant to this provision, the exclusive remedy for the effected employee is the ability to work an additional shift equal to the number of hours denied to the employee. The shift shall be paid at straight time or overtime depending on how the denied hours would have been paid to the employee. Shift differential will be paid based upon actual hours worked.

An employee denied extra hours who wishes to work an additional shift must notify his or her supervisor in writing within 7 days of the missed shift to mutually agree on the date and shift the employee will work, which will not exceed 21 days from the date of the missed shift.

Mandated Overtime: If the Employer needs to mandate assignment of overtime hours, and employees have not claimed the right to work them in accordance with the preceding paragraph, the following procedure shall apply: Assignment of such hours shall be equitably rotated in inverse order of departmental seniority among all employees in that department qualified to do the work. If an employee is called in to work a shift, that employee cannot be mandated at the end of that shift.

6.2 **Post-Posting Vacancies:** Shift openings shall be filled from the seniority list starting with the most senior employee who is not scheduled or working eighty (80) hours in a pay period. In the event of a shift opening on a daily basis, the Employer shall fill said opening from a shift preference list, which shall be posted and kept up to date. Employees shall have the opportunity to sign, based on preference of shift. The Per Diem is then given the opportunity to sign up for three (3) shifts (this will be done by Per Diem Seniority) and indicate their availability for any additional shifts they would like to work.

6.3 **Unscheduled Open Shift Preference List:** The purpose of the preference list, which is maintained by the Employer, is to fill open shifts not previously scheduled. It allows the employee the opportunity to notify the Employer of the shifts they will be available for when the opening occurs, so that the Employer will not be bothering the employee in attempts to fill shifts that the employee doesn't want. The Administration derives the benefit in that they are not required to contact employees in total order of seniority for open shifts, but can contact employees in order of seniority on the preference list. In addition, a list may be maintained on which employees have limited themselves to shifts; in such case, the Hospital has no obligation to contact these employees to fill shifts for which the employee has stated they are not available.

6.4 **General Scheduling Patterns:** Whenever possible, employees shall be scheduled so as to provide for five (5) consecutive days of employment and two (2) consecutive days of rest.

6.5 **Full-time Scheduling Patterns (Weekends Off):** Full-time employees shall have every other weekend off when practicable to do so.

6.6 **Part-time Scheduling Patterns (Weekends Off):** Part-time employees shall have every third (3rd) weekend off when practicable to do so. However, due to the unique challenges of Urgent Care scheduling, Management will have the ability to determine the scheduling pattern needs of the Urgent Care operation and will schedule as necessary.

6.7 **Purpose of Schedules:** Employees shall be scheduled for a work week in the various departments of the Hospital in accordance with the schedules which have heretofore been prepared; such schedules may be amended or changed from time to time consistent with the needs of the Hospital. Such schedules and the designation of the normal work day, and the normal work week are intended, however, only to provide a basis for calculating the normal work week and shall under no circumstances be construed as a guarantee of hours of work per day or per week. Monitoring of the scheduling for consistency will be referred to the Labor/Management Committee.

6.8 **Exceptions to Filling Open Shifts:** If an employee reports they are ill on any specific day, the Employer will not be required to contact them to fill any open shifts on that day.

6.9 **Employer's Reasonable Effort (Filling Open Shifts):** When the Employer attempts to reach employees from the shift preference list to fill an open shift; they need only to make one (1) attempt to contact the employee.

6.10 **Days Off Payroll (Employee Requests):** The Employer is within its rights in requiring employees to receive the Employer's permission when taking a day off payroll.

- 6.11 **Employee Voluntary Reduction of Hours (Bumping Rights):** When employees voluntarily reduce their hours in a pay period by taking a day off payroll, they do not have the right to bump for additional hours which are on the schedule to reclaim the hours which they lost through their own actions.
- 6.12 **Filling Additional Hours by Seniority:** The Employer is not in violation of the contract when additional hours are needed and they fill those hours by seniority with employees who are currently working. The Per Diem Nursing Assistant will be considered for additional hours after regular full-time and regular part-time employees.
- 6.13 **Filling Vacancies with LPN's:** When it is impossible for the Employer to fill hours on the schedule with certified nursing assistants, and medical assistants, the employer, may call an LPN to fill those hours.
- 6.14 **Verification of Employee Illness:** The Employer is not in violation of the current labor agreement when they make reasonable attempts to verify if an employee is indeed ill.
- 6.15 **Job Postings for Leaves of Absence:** When full time employees are on leave of absence the Employer is not required to post that opening for full time employment.
- 6.15a **Bidding on Job Postings:** To clarify job postings, when a part-time or full-time employee bids a job on a specific shift and receives it, those hours are the hours which predominantly will be scheduled for that employee. The employee does not have the right to bump from that shift to other shifts. The employees can exercise their seniority to work other shifts if future job openings become available.
- 6.16 **Switching Shifts:** Employees wishing to switch shifts with another employee may do so by making the request, in writing, to the Department Head. The request must bear the signature of all parties, including the Department Head or designee involved in the switch, indicating that they agree to the switch and understand that it may result in a more senior employee working less hours than a less senior employee.
- 6.16a **Parameters for Switching unequal Shifts:** With prior Management approval, employees may switch 1 (one) shift per pay period of unequal duration (for example: a four hour shift for an eight hour shift) so long as the employee has vacation hours available to cover the difference and maintain their FTE. Per Diem Nursing Assistants may only switch a weekend shift for a weekend shift or a weekday shift for a weekday shift to receive credit toward their scheduling obligations. The Per Diem Nursing Assistant may only switch shifts of the same duration within the same pay period.
- 6.17 **Availability of Work Notification Periods:** Employees scheduled to work the night shift will be notified of availability of work before 7:00 p.m. of the day they are scheduled. Employees scheduled for the day shift will be notified before 7:00 p.m. the day before their scheduled shift, and those scheduled for the afternoon shift will be notified before noon the day they are scheduled to work. It is understood that those notification times may vary in periods of emergency activity, and that in these situations the Hospital shall be held harmless.
- 6.18 **Bumping Procedures:** A more senior employee may (only with respect to low-need days) "bump" a less senior employee in the same job classification with the following rules:
- a) Bumping backwards is not permitted.
 - b) An employee working the day shift may, if called not to work that day shift, "bump" onto the immediately following afternoon shift.
 - c) An employee working the afternoon shift may, if called not to work that afternoon shift, "bump" onto the immediately following night shift.

d) An employee working the night shift may, if called not to work that night shift, "bump" onto the immediately following day shift.

e) To clarify the procedure by which an employee may "bump" another employee from a shift:

Called off prior to shift: An employee may "bump" a less senior employee in the same job classification from a shift, should they be called not to report for work on the shift they were originally scheduled. Whenever possible, employees scheduled for the night shift will be notified of the unavailability of work before 7:00 p.m. of the day they are scheduled. Employees scheduled for the day shift will be notified before 7:00 p.m. the day before their scheduled shift, and those scheduled for the afternoon shift will be notified before noon the day they are scheduled to work.

Called off after reporting for work: An employee who has already reported for work and is low needed may, with mutual agreement, go home per Article 5.4. If employee agrees to leave for the remainder of the shift, no bumping rights apply. If an employee is assigned the low need and remains to work their four (4) hour minimum, that employee may "bump" a less senior employee in the same job classification from the first 4 hours of the immediately following shift. The "bumped" employee would have their shift reduced by four (4) hours as a result of the "bump" and report for the second half of their normally scheduled shift. If the "bumped" employee is more senior than the employee scheduled for the immediately following shift, they may "bump" into the immediate following shift in order to preserve the full duration of their shift as originally scheduled.

6.19 **Call Off:** Where the need for reduced staffing occurs on a day-to-day basis, Hospital shall first ask, by seniority, for volunteers. **Volunteers will receive Administrative Time Off (ATO).** If there are insufficient volunteers to accomplish the reduction, the Hospital will next **reduce staff working at overtime during the shift in which there is a low need.** **If further reductions are needed, the Hospital will "flex down" all employees in Flexible Positions on a rotating basis starting with the least senior.** In the event further reductions are needed, the Hospital shall assign the low need day to an unscheduled employee working that shift. **If further reductions are needed, the Hospital will reduce staff working above their designated FTE level.** In the event further reductions are needed, the Hospital shall assign **Mandatory Time Off (MTO)** for the low need day by inverse seniority on a rotating basis. **No employee shall be given Mandatory Time Off (MTO) for a low need day more than 5 times in a calendar year.** If an employee reaches 4 MTO days in a calendar year, the Union may request that an LMC be scheduled to discuss the staffing reductions. The Hospital shall track the assignment of low need (MTO) days. The Union may request a copy of the low need (MTO) utilization up to one time each quarter or upon request but not more than six (6) times per year.

ARTICLE 7 VACATIONS

7.1 **Purpose of Vacation:** All employees covered by the terms of this contract shall receive a vacation as a reward for past service and to provide them with relaxation and rest to prepare them for the ensuing year of service. Per Diem Nursing Assistants are excluded from vacation accrual.

7.2 **Calculation of Vacation Benefits.**

a) The term "vacation calculation date" as used in this article shall mean, with regard to each separate employee of the Hospital, that employee's yearly anniversary date. For example, the yearly anniversary date of an employee who commences work at the Hospital on April 1, 1997, is deemed to be April 1st of each year thereafter.

b) While every effort will be made to meet the desires of the employees, longer service employees will be given preference as to choice; however vacation schedules must conform to

the requirements of the Hospital and vacations must be taken as scheduled by the Hospital, as follows:

Subject to the provisions of this article, vacation will be awarded each payroll period to all full-time employees and eligible part-time employees. Except where mutually agreed, vacation request schedules will be posted from January 15 to February 15 of each year for vacation time to be taken during the 12 month period beginning April 1 through March 31 of the following year. Employees shall during that period indicate their preference for vacation dates. By February 25 of each year, vacation requests shall be granted or denied, in writing, based upon departmental seniority, scheduling and patient care requirements. Thereafter, employees shall have an additional period until February 28 to indicate their next preference in cases where their first preference was not granted. By March 15 of each year, final vacation requests shall be granted or denied in writing based upon department seniority, scheduling and patient care requirements.

Thereafter, further scheduling shall be in accordance with scheduling and patient care requirements and on a first-come first-served basis; all such vacation requests shall be approved or denied, in writing, within two (2) weeks of submitting the request. The Hospital, however, may change such vacation allowance dates in case of unforeseen emergency involving patient care, in which case the vacation may be rescheduled to a time that is mutually acceptable to the Hospital and the employee.

c) The vacation pay shall be calculated upon the regular hourly rate of pay received by the employee in the last pay period before the date of the scheduled vacation.

7.3 Vacation Accruals: All employees covered by this agreement shall receive paid vacation prorated to actual hours worked on the following basis:

1. Up to one (1) years' service, one (1) week of vacation.
2. After one (1) years' service, two (2) weeks of vacation.
3. After five (5) years' service, three (3) weeks of vacation.
4. After ten (10) years' service, four (4) weeks of vacation.

7.3a Vacation Balances: At each employee's anniversary date, the vacation balance may be no greater than the level of benefit at which their vacation is accrued and pro-rated to their FTE.

As an example, if your vacation accrual rate is at two (2) weeks or eighty (80) hours per year and you work a .6 FTE, then on the anniversary date each year, your vacation balance can be no greater than forty-eight (48) hours. (80 hours X .6)

To avoid exceeding the maximum vacation balance, an employee may:

- Request to cash out vacation hours per Section 7.9. For purposes of cash-out related to maximum vacation balances, the employee's rate of pay on their anniversary date will be used.
- Request vacation time off. If approved, vacation must be taken within ninety (90) days of their anniversary date. If not taken within ninety (90) days, these vacation hours will be cashed out.

7.4 Vacation Pay-out After Termination: After one (1) years' service should any employee be **involuntary discharged**, laid off, or voluntarily **resign with notice**, the employee will receive a lump sum payment of any accrued and unused vacation time.

7.5 Eligible Hours For Vacation Accruals: The Employer agrees to compute overtime hours counting them as hours worked for vacation accumulation; however, vacations shall not accrue on hours worked beyond a maximum of 2080 hours per year. Hours worked, for vacation calculation purposes,

shall include all hours for which the employee received pay to a maximum of eighty (80) hours in a two (2) week pay period or 2080 hours in a vacation calculation year. Included in these hours are vacations, holidays, sick leave and funeral leave.

7.6 **Restrictions to Work During Vacation:** No employee shall be required to work on their vacation.

7.7 **Non-accumulative Vacation Provision:** Vacations shall not be accumulative except where mutually agreed to by the employee and the Hospital.

7.8 **Vacation Requests After Schedule Posting:** Vacation may be requested during the period for which the schedule is posted in a **first come, first served manner**, and may be granted when, in the judgment of the Department Head or designee, it is possible. More vacation may be granted in the event of an emergency.

7.9 **Cash-Out of Vacation:** Employees may request to cash-out a portion of their accrued vacation hours once per calendar year. An employee may cash out up to 50% of their annual vacation accrual.

ARTICLE 8 HOLIDAYS

8.1 **Holidays Defined:** The following days shall be considered holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day, and Christmas Day. Holidays will be observed on the holiday and not the day specified by the Minnesota statutes. For purposes of this Section, Christmas Day shall be deemed to extend over a thirty-two (32) hour period, beginning at 3:00 p.m. on December 24th, and continuing until 11:00 p.m. Christmas Day. New Year's Day shall be deemed to extend over a thirty-two (32) hour period beginning at 3:00 p.m. on December 31st and ending at 11:00 p.m. on January 1st. This shall apply to those who are scheduled to work such holiday. During the term of the current contract by and between these parties, Memorial Day will be celebrated on the day it is nationally observed.

8.2 **Floating Holidays:** In addition to the above holidays, three (3) additional days off with pay shall be granted to individual employees by mutual agreement between the Employer and the employee. These days off may be on any day of the week. Employees must work one thousand two hundred forty-eight (1248) hours each year to qualify for the floating holiday. Employees working less than one thousand two hundred forty-eight (1248) hours but more than nine hundred (900) hours per year shall receive two (2) floating holidays.

8.3 **Holiday Eligibility Parameters:** Employees who average twenty-four (24) hours per week or more during the two (2) pay periods (four weeks) immediately prior to a holiday shall be eligible for holiday pay. Employees shall not be rescheduled for the purpose of avoiding holiday pay.

8.4 **Scheduling Employees for Holidays:** When an employee has New Year's Day off this year, then next year that employee can be expected to have to work that day; this shall be the practice for all the holidays. Alternate the holidays to be worked with the holidays off. The Employer shall schedule holiday work in inverse order of seniority. First, among the employees who did not work or were not scheduled the holiday the previous year. Second, among the employees who did work or were scheduled the holiday the previous year.

8.5 **Floating Holiday Rates of Pay:** Floating holidays will be reimbursed at the employee's regular rate of pay.

8.6 **Holiday Pay Defined:** All employees working any holiday shall receive time and one-half (1½) their regular rate of pay for all hours worked on the holiday in addition to any holiday pay which they are

entitled. Employees working holidays shall upon request receive another day off in the holiday week or within a reasonable time thereafter without pay.

8.7 **Notification of Employees to Work Unscheduled Holidays:** If an employee scheduled for a normal work week shall be required to work on a holiday, the Hospital will use reasonable effort to notify such employee at least one (1) week prior to the date of such holiday that such employee is so scheduled for work. It is recognized by both parties that because of unforeseen illnesses and absences such notice may not be possible in all instances, but both parties will exercise reasonable judgment so as to be able to provide the necessary continued hospital care for the patients of the institution.

8.8 **Forfeiture of Holiday Pay Due To Absence:** Absences from work or leaves of absence on an employee's scheduled work day preceding or following a holiday shall forfeit her/his holiday pay unless such absence is a qualifying FMLA absence.

8.9 **Employees Finding Replacements on Holidays:** Employees shall be allowed to find replacements for themselves on holidays for which they are scheduled.

8.10 **Employee Requests to Work Specific Holidays:** If an employee desires to work a specific holiday, they must notify the Department Head prior to the posting of the schedule. Employees shall be allowed to work holidays in order of seniority.

ARTICLE 9 JURY DUTY

9.1 **Jury Duty, Defined:** An employee who is called for jury duty shall notify her/his supervisor at once. The employee will be granted a leave for jury duty and will be made whole for loss of pay during this period, up to a maximum of eighty (80) hours in any one calendar year. The employee will report for work whenever her/his jury duty does not conflict. Any rearrangement of work hours and re-shifting of other employees for that purpose will be made to the extent possible. Her/his wages for jury duty will be computed as if the employee had worked the regularly scheduled shift at straight time and be paid minus the amount evidenced by her/his jury check. Whenever considered necessary by the hospital because of the needs of the Hospital at a particular time or the difficulty of substitution for the particular employee, said employee will cooperate with the Hospital in requesting and obtaining a postponement of said jury duty.

ARTICLE 10 PENSION

10.1 **Covenants of Participation:** All employers who are or become signatory or bound by the Agreements and Declarations of Trust, as amended, establishing the Northern Minnesota-Wisconsin Area Retail Clerks Pension 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.

10.2 **Employer Contribution:** Effective the date of this Agreement, the Employer agrees to continue its present sixty cents (\$.60) per hour contribution to said Pension Fund for each hour worked by each full-time or part-time employees, excluding probationary and temporary employees. For the purposes of this Section, "hours worked" shall mean all hours worked not in excess of forty (40) hours in any one week by any full-time or part-time employees, and shall include, pursuant to said forty (40) hour limitation, any holiday or vacation time for which any said employee of the Employer is entitled to straight-time pay under the terms of this Agreement. It is understood that the said Pension Trust and benefits to be provided from the Pension Trust shall conform in all respects to the requirements of the Treasury

Department, Bureau of Internal Revenue and to any other applicable state and federal laws and regulations.

10.3 **Contribution Reports to Fund Trustee:** Reports of the employers as to employees who have worked the number of hours that they have been paid and such other data and information as may be required by the Trustees of said funds and all contributions payable to the funds shall be transmitted to the offices of the funds no later than the 15th of the month immediately following the calendar month in which the work was performed on which such contributions are being made. In the event said reports are not furnished or such contributions are not paid, as aforesaid, the following remedies, either in law, in equity, by contract or authorized by the aforementioned Agreements and Declarations of Trust, shall be available:

10.3a **Delinquency Notification Procedure:** The Trustees or the agent of the Fund shall give the delinquent employer three (3) notices in writing, not closer than ten (10) days apart, with return receipt requested, at the address shown in the records of the Fund, Plan or Union. Ten (10) days after the last notice, the Union shall have the right to take such legal or lawful action as it may deem necessary until such delinquent payments are made or said records submitted, such action including but not limited to the right to withhold services from such employer and other concerted activity for as long as the failure to make such contribution continues, No Strike, No Lockout Clause, notwithstanding.

10.3b **Pension Provisions, Non-Grievable/Arbitrable:** In no event shall the provisions relating to pension set forth herein be subject to or suitable for grievance and arbitration under the terms of this Agreement.

10.3c **Remedy for Employer Delinquency:** If the Employer fails to make prompt and timely payment of monthly contributions required by this Article and such delinquency results in an employee or beneficiary or dependent being denied or being rendered ineligible for benefits otherwise payable under the plans provided by the Trustees, then in such event the Employer shall be fully and personally responsible to (and hereby agrees to pay) such losses of employee or beneficiary or dependent for all such losses of benefits.

10.4 **Liquidated Damages Defined:** Any employer who is sixty (60) days delinquent in the payment of any or all of the contributions required for pension shall pay as liquidated damages a sum of twenty dollars (\$20.00) or ten percent (10%) of the amount delinquent, whichever is greater. Such damages shall be computed monthly for the Pension Fund. The amount of liquidated damages shall be added to the accumulative total of delinquent contributions and shall be included in the computation of damages.

10.4a **Exclusions to Delinquency Damages:** The above paragraph shall not be applicable when, in the judgment of the Trustees, the delinquency results from a clerical error or a bonafide difference of dispute concerning eligibility.

10.5 **Payroll Records Availability for Audit:** The Employer agrees that applicable payroll records shall be made available for audit to the employees of the Pension Fund, as directed by action of the Board of Trustees of these Funds.

ARTICLE 11

HEALTH INSURANCE

11.1 **Continuation of Coverage:** The Employer agrees to continue medical and dental insurance coverage as provided by St. Luke's to employees with a designated FTE of 0.6 or greater. This coverage will be with the existing plan or a plan determined by the Hospital and the Union as a comparable plan as follows:

11.2 **Coverage Defined:** Coverage shall be provided as defined those plans provided by St. Luke's. All plans provided are subject to periodic plan adjustment by St. Luke's. Advantage Plan premiums are established by St. Luke's.

11.3 **Employer Premium Contribution (Single):** For employees who are eligible to participate in the Balanced plan, the Employer will pay eighty-five percent (85%) of the single premium.

11.4 **Employer Premium Contribution (Single + Spouse, Single + Child(ren) & Family):** For employees who elect Single + Spouse, Single + Child(ren) or Family coverage in the Balanced Plan, the Employer will contribute eighty-five percent (85%) of the single premium toward the total premium for either Single + Spouse, Single + Child(ren) or Family coverage, with the Employee to pay the remainder of the premium as a payroll deduction.

11.5 **Initial Eligibility:** Employees become eligible for health and dental insurance on the first day of the month following thirty (30) days of employment.

11.6 **Dental Coverage, Eligibility Defined:** The Employer will provide single subscriber dental coverage to eligible employees with an FTE of 0.6 or greater.

11.7 **Eligibility Review:** In accordance with the Affordable Care Act (ACA) eligibility will be determined annually and may be adjusted as required. At the request of either party, the employer and the Union agree to meet and discuss the effects such changes might have, within thirty (30) days when reasonably able to do so.

11.8 **Termination of Employment:** The hospital and surgical coverage will be automatically terminated at the end of the calendar month in which the employee is laid off, is terminated either voluntarily or involuntary, or in any other manner ceases active work at the Hospital.

11.9 **Extensions During Disability:** The Hospital will continue to furnish the insurance plan coverage for any employee temporarily absent due to any disability (occupational or non-occupational) for a period of three (3) calendar months after the termination of the calendar month in which the employee becomes absent because of such disability.

11.10 **Contract Limitations:** The Hospital will contract for the coverage above provided, subject to the limitations and terms above specified and subject to such limitations and terms as are customarily in contracts furnished by insurance carriers for the above designated coverage's. The failure of any insurance carrier, medical association or any underwriter to provide any of the benefits above specified for which such contracts shall be made, shall result in no liability to the Hospital nor shall such failure of any such insurance carrier, medical association or underwriter be considered a breach of any of the obligations of the Hospital undertaken by this or any other agreement with the Union. Such insurance contracts and medical and hospital coverage's will cover the eligible employees above specified, but if any of such contracts shall be canceled, the Hospital shall immediately do what may be necessary to provide substitute contracts to the best of its ability.

11.11 **Medical Service:** Regular permanent employees of the Hospital covered by the terms of this contract will be granted the following medical service.

(a) A pre-employment physical examination for all new employees consisting of a general examination by a staff physician, chest x-ray, laboratory test and such other tests as may be determined by the Hospital. Such examination need not be repeated for persons re-employed within one (1) year.

(b) As directed by the medical staff of Lake View Memorial Hospital and as the representatives of the Hospital may think necessary or expedient, routine immunization from disease will be given to such employees as the Hospital may think necessary and proper.

(c) The Hospital will continue its present educational program of preventative medicine.

11.12 **Long Term Disability Insurance:** The Employer will provide long-term disability insurance coverage at no cost to employees with FTE designations of 0.6 or greater.

11.13 **Life Insurance:** The Hospital will provide twenty-five thousand dollars (\$25,000) term life insurance at no cost to employees with an FTE of .60 or greater on the first of the month following 30 days of employment.

ARTICLE 12 SICK LEAVE

12.1 **Sick Leave Accruals:** All employees shall receive eight (8) hours of sick leave for every one hundred seventy-three (173) hours worked. Full-time employees may accumulate up to seven hundred twenty (720) hours of sick leave. Part-time employees may accumulate up to three hundred sixty (360) hours of sick leave. Full-time employees, for purposes of sick leave accumulation shall be defined as working forty-eight (48) or more hours per pay period. Part-time employees, for these same purposes shall be defined as working less than forty-eight (48) hours per pay period. Per Diem Nursing Assistants are not eligible to accrue sick leave.

12.2 **Probation Period:** Employees become eligible for sick leave upon completion of their probationary period as outlined in Articles 3.1 and 5.2.

12.3 **Use of Sick Leave:** Employees may use sick leave for personal illness as provided by the State or Federal Family Medical Leave Act. Notwithstanding the other provisions in this agreement, Employees may be required to furnish a physician's excuse to the Hospital for any illness of three (3) days' duration or longer.

Furthermore, employees who utilize more than five (5) occurrences of sick leave per calendar year may be required to furnish evidence of such illness (generally a physician's excuse) which is satisfactory to the Hospital. Failure to furnish such evidence as required will disqualify the employee from receiving paid sick leave for the day(s) in question.

Employees who are required to provide evidence of illness as a result of 5 occurrences of absence and have no more than one (1) occurrence in the subsequent ninety (90) calendar days shall not be required to continue furnishing evidence of illness provided they continue to have no more than one (1) occurrence or illness every ninety (90) days for the balance of the calendar year. However, employees who exceed one (1) occurrence within the ninety (90) day period will be subject to disciplinary action.

12.4 **Application Toward Workers Compensation Liability:** Sick leave will apply in cases of liability of Worker's Compensation but only to the extent of the difference between the payments received and the sick leave which would normally be received. Sick leave is computed on a work day basis.

12.5 **Inclusion of Overtime Hours:** The Employer agrees to compute overtime hours counting them as hours worked for sick leave accumulation; however sick leave will not accumulate on hours beyond a maximum of 2080 total hours worked per year.

12.6 **Termination of Employment:** Sick leave will be automatically terminated on the day the employee is laid off, or is terminated either voluntarily or involuntarily, or in any other manner ceases to work at the Hospital.

ARTICLE 13 FUNERAL LEAVE

13.1 **Parameters Defined:** In the case of death of a mother, mother-in-law, father, father-in-law, brother, sister, husband, wife, child, daughter-in-law, son-in-law, grandparents, grandchild, brother-in-law, sister-in-law, step-parents, step-grandparents, step-siblings and step-children, the Employer shall grant a

leave with pay for all days that the employee was scheduled, to a maximum of three (3) consecutive days to include the day of the funeral, memorial or remembrance service. A fourth (4th) day of leave shall be granted when the funeral is held two hundred and fifty (250) miles or more from Two Harbors. Per Diem Nursing Assistants are not eligible for funeral leave.

ARTICLE 14

SENIORITY

14.1 **Bargaining Unit vs. Departmental Seniority:** Every employee covered by the terms of this contract shall have bargaining unit seniority as herein provided from the employee's original date of hire unless such seniority is broken for reasons specified herein. Original date of hire for purposes of this section means the date of hire since which the employee has been continuously employed by the Employer, in any position in this bargaining unit. Every employee covered by the terms of this contract shall have departmental seniority as herein provided from the employee's first day of work within that department, unless such seniority is broken for reasons specified herein. Bargaining unit seniority shall apply when bidding on a position outside of the department and when bumping into another department because of layoff. Departmental seniority shall apply for vacation scheduling, bidding on a position within the employee's department and for other purposes as specified herein.

14.2 **Full-time Defined:** For the purpose of seniority alone, a full-time employee shall be an employee who works sixty-four (64) hours or more in a two (2) week pay period. This refers only to seniority. Benefits shall continue to be calculated on twenty-four (24) hours or more per week.

14.3 **Preparation and Posting of Seniority List:** The Employer will on the first day of April of each calendar year prepare a seniority list of employees covered by this Agreement and post the same on a bulletin board in the Hospital. Such seniority lists shall specify both the departmental and the bargaining unit seniority of each employee. Within fifteen (15) days thereafter, the employees may file with the Employer any objection to such seniority ratings. Within twenty (20) days of such posting, the Union and the Employer shall mutually agree on such correction. After so corrected, such seniority rating shall be permanent and shall not be subject to change except as to new employees whose names are placed on subsequent seniority postings.

14.4 **Breaks in Bargaining Unit/Departmental Seniority:** An employee's bargaining unit seniority and departmental seniority for any purpose shall be broken and terminated by:

- (a) Voluntarily quitting employment.
- (b) Discharge for cause.
- (c) Failing within one (1) calendar week to report for work after layoff upon receipt of notice of recall by registered mail.
- (d) Employment by any other employer during leave of absence.
- (e) Layoff which continues for more than one (1) year.

14.5 **Breaks for Personal Illness:** The seniority of any employee who is absent due to personal illness will not be broken or terminated due to such absence until its duration equals such employee's length of service with the Employer not to exceed one (1) year's total continuous absence.

14.6 **Departments Defined:** Bargaining unit employees currently work in the following departments:

- (a) Environmental Services, which department shall include housekeeping aides.

- (b) Nursing Department, which department shall include licensed practical nurses, certified nursing assistants, and all other persons in the nursing department, excluding registered nurses and specially trained aides and technicians.
- (c) Nutrition Services, which department shall include all persons who are primarily engaged in the preparation and service of food.
- (d) Urgent Care, which department shall include medical assistants.

14.7 **Probationary/Temporary Employees:** The benefits provided in this Article shall not apply to probationary employees nor those hired on a temporary basis.

14.8 **Posting of Position:** If any vacancy shall occur in any of the above-designated departments, such vacancy shall be posted on the bulletin board for five (5) calendar days. Any employee may apply for such vacancy during such five (5) day period. Employees of the department in which such vacancy occurs, if qualified, shall be given preference according to departmental seniority in filling such vacancy. If no one in the department in which the vacancy occurs applies, or if such applicant is not qualified, then any employee outside the department so applying shall be given preference according to bargaining unit seniority. The Employer during such five (5) day period may assign temporarily any employee to such vacancy.

14.9 **Temporary/Permanent Transfers:** Any employee may be temporarily transferred from one department to another when vacancies or requirements of work as determined by the Employer require such transfers; provided that if the job to which such employee is transferred pays a higher rate of pay than her/his scheduled employment, then the employee shall receive such higher rate during the time when so employed in such higher rated job. No employee may be permanently transferred without her/his consent by when so transferred, such employee's departmental seniority in the department from which transferred shall terminate and her/his departmental seniority in the new department shall commence as of the date of transfer. Such permanently transferred employee shall for the duration of the probationary period specified in Article 5, Section 2, be considered an employee on probation in such department; during the probationary period at such employee's own request, the employee may be transferred to the original department or, if such employee is not qualified, the Employer may retransfer him/her to the original department. If so transferred to the original department, such employee shall be restored with full departmental seniority and pay in her/his former position in the old department.

14.10 **Transfers Between/Within Wage Grades:** Employees transferred from one wage grade to a higher one shall commence work in the new wage grade at one increment step lower than the increment step in which they were working. Such employee shall remain at such wage for the probationary period specified in Article 5, Section 2.

Employees transferring from one job to another in the same wage grade shall not suffer any reduction in increment steps but shall continue with the same increment as in the former job.

In the event that an employee transfers to a job of a lower wage grade, the employee's placement on the wage scale shall be at the same increment step on the lower wage scale.

14.11 **Layoff and Recall:**

When it becomes necessary to reduce staff to adjust to census or for other reasons, the Employer shall:

- a. Discontinue use of unscheduled employees, temporary employees and students except those in a Clinical Rotation
- b. Prior to implementing a layoff, the Employer will first seek volunteers within the affected job classifications, voluntary reduction will be granted by seniority.

- c. If there are no volunteers, the reduction will take place by laying off the least senior employee in the effected job title with the least departmental seniority and by proceeding in inverse order of departmental seniority through the roster until the necessary reduction has been achieved.
- d. Any Employee laid off in this process shall be entitled to bump the least senior Employee with equal or lower FTE status in another job classification they are currently qualified to perform in which such person had previously held either within or without that person's department if, based on bargaining unit seniority, there is a person occupying such other position more junior to the person claiming that position.
- e. Recall shall be in reverse order of layoff.
- f. During a time that bargaining unit Employees are on full or partial layoff, the Hospital will offer available hours first to: bargaining unit employees on partial layoff by seniority, then to full lay-off by seniority, then to employees scheduled to work less than 80 hours during that pay period, and then to casual employees, fill-in employees or temporary employees.
- g. In the event of an ongoing reduction of hours resulting in either full or partial layoff, the Employer shall advise the Union as soon as possible in advance of any reductions of layoff.

ARTICLE 15

GRIEVANCE PROCEDURE

15.1 **Purpose of:** Any dispute or controversy involving the interpretation or application of any of the terms or provisions of the Agreement shall be submitted for settlement under the Grievance Procedure as herein provided.

15.1a **STEP 1.** Any employee who believes that the Hospital has violated any of the terms or conditions of this Contract shall promptly take the complaint to her/his department head or designee and attempt to resolve the complaint. No complaint shall be considered unless it is brought to the attention of the department head, or designee, within seven (7) calendar days of its alleged occurrence, except that complaints or grievances as to the amount of money due and payable to any employee for wages, hours worked, vacation allowance and days off may be filed and furnished to the head of the personnel department or to the Hospital representative duly designated to be in charge thereof, within thirty (30) days after the first regular pay day following the occurrence of such alleged violation relating to such wages. The employee may have a Union Representative present at this step.

15.1b **STEP 2.** If said employee and department head, or designee, cannot resolve the complaint within the seven (7) calendar day period noted above, the grievance shall be submitted in writing to the Human Resources Department of the Hospital within fourteen (14) calendar days after the occurrence of the alleged violation of this contract, except complaints related to pay shall be grieved within thirty (30) calendar days of the payday for the pay period in which the grievance occurred. Failure to submit the grievance within the time limit specified above shall constitute a permanent waiver and bar of the grievance, and the employee shall be forever foreclosed from raising any complaint or grievance in that regard. A representative of the Union and a representative of the Hospital shall meet with the grievant within seven (7) calendar days of the receipt of the written grievance by the Human Resources Department, in an attempt to arrive at a satisfactory settlement. The Hospital shall respond to the grievance in writing within seven (7) calendar days of the Step 2 meeting.

15.1c **STEP 3. (Optional) Mediation:** Either party may call for mediation of the dispute by a Mediator mutually agreed upon from the local office of the Federal Mediation and Conciliation Service; both parties

must agree to mediation. A recommendation for settlement of the dispute by the Mediator shall not be final and binding upon either party unless it is mutually agreed beforehand that the Mediator's recommendation is final and binding.

15.1d **STEP 4.** If such grievance cannot be settled in Step 2 or Step 3, the matter may be submitted to arbitration by either party. The arbitration request shall be in writing and served on the other party within thirty (30) calendar days of the Step 2, or Step 3, response to the grievance the parties may mutually agree to waive the board of arbitration and appoint a single arbitrator. If the board of arbitration is not waived, the Employer shall select one (1) member for the board of arbitration and the Union shall select one (1) member. In the event the parties, or the two (2) members of the arbitration board, cannot select an arbitrator or third member of the board to serve as an impartial chairperson within seven (7) calendar days, either party may request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators to the parties, and the individual selected from the panel by alternately striking names shall then be the arbitrator or chairperson of the board of arbitration. The decision of the arbitrator or board of arbitration shall be made within a reasonable time after the conclusion to the hearing. The opinion and award of the arbitrator (or a majority of the arbitrators) shall be final and binding upon the parties. The arbitrator or the board shall have authority only to interpret and apply the provisions of this agreement but shall not have the authority to alter any of the provisions in any way.

15.2 **Arbitrator Fees and Expenses:** The fees and expenses of the arbitrator shall be shared equally by the Employer and the Union.

15.3 **Authority of Executive Committee of Union:** At any step in this grievance procedure the Executive Committee of the Local Union shall have the final authority, in respect to any aggrieved employee covered by this Agreement, to decline to process a grievance, complaint, difficulty or dispute further if in the judgment of the Executive Committee such grievance or dispute lacks merit or lacks justification under the terms of this Agreement, or has been adjusted or justified under the terms of this Agreement, to the satisfaction of the Union Executive Committee.

ARTICLE 16

DISCHARGE/ TERMINATION OF EMPLOYMENT

16.1 **Discharge:** The Employer shall not discharge any employees covered by this contract without just cause. Any employee charged with an offense involving discharge shall be informed of such offense in writing at the time of discharge and a copy thereof mailed to the Union. The Union or the employee so discharged may protest such discharge within seven (7) calendar days thereof by written notice to the Employer. If the employee of 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 seven (7) calendar 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 herein. 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.

16.2 **Termination of Employment:** Employees covered by this contract 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. Failure of an employee to give written notice within the time specified herein shall automatically forfeit **accrued vacation**.

16.2a **Termination Through Layoff:** The Employer electing to terminate through layoff the service of employees covered by this contract and who are regularly and permanently employed shall give such employees one (1) weeks' notice of termination of employment or the Employer may in lieu thereof pay the employee one (1) week's advance salary and immediately terminate the employment of the employee. Neither one (1) weeks' notice nor one (1) week's pay shall be required in the case of employees discharged for any other reason.

16.2b **Failure to Report to Work:** If the employee fails to report for work as scheduled or to furnish the Hospital with a justifiable excuse within forty-eight (48) hours thereof, such failure to report to work shall be conclusively presumed to be a resignation from the service of the Hospital and termination of such employee's seniority and employment; provided, however, that if such employee can thereafter furnish the Hospital with reasonable proof that such employee could not report for work, or could not notify the Hospital of her/his absence because of illness and unforeseen emergency or other justifiable reason, then such employee shall be reinstated without any break in service record.

ARTICLE 17

LEAVE OF ABSENCE

17.1 **Reasons Defined:** Employees shall be entitled to written leaves of absence for the following reasons:

17.1a **Illness or Injury:** A leave of absence will be granted for illness or injury (including pregnancy leave) of the employee which requires absence from work. Such leave shall be for a period of up to six (6) months, renewable upon request for a maximum of one (1) year, provided that the employee in question provides medical certification satisfactory to the Employer regarding the necessity of an extension of said leave and provided further that once each month thereafter the employee notifies the Union and the Employer of her/his whereabouts and status.

In cases of compensable injury, employees shall be granted a leave of absence as is the practice of the Hospital.

17.1b **Military Service:** The employer shall comply with State and Federal Laws with regards to employees' military service.

17.1c **Union Office/Delegate:** Election or appointment to office in or as a delegate representing the Union requiring either temporary or full-time leave. Such leave shall not exceed fourteen (14) days per calendar year; reasonable consideration shall be given to requests for an additional fourteen (14) days.

17.1d **FMLA Compliance:** The employer shall comply with State and Federal Law Parental Leave and Family Leave Act.

17.1e **All Other Reasons:** Leave for any other reason acceptable to the employer shall run to a maximum of three (3) months. The Employer will use reasonable and fair judgment in determining whether or not an employee shall be granted a leave of absence.

17.2 **Accepting Employment While on L.O.A.:** Any employee who is granted a leave of absence and while on such leave of absence accepts employment with another employer, or who goes into business for themselves, will be deemed to have voluntarily resigned.

17.3 Position Guarantees:

For medical leaves, an employee will be returned to work as follows:

An employee returning from an authorized leave due to illness or injury of twelve (12) calendar weeks or less shall be restored to the position held when the leave commences or to a position with equivalent benefits, pay, status and other terms and conditions of employment.

An employee returning from an authorized leave due to illness or injury of more than twelve (12) calendar weeks but no more than 6 months may displace the least senior employee in the job classification held when the leave commenced.

An employee returning from an authorized leave due to illness or injury of more than six (6) months, but less than one (1) year, shall be entitled to the first position available for which he/she is qualified in the department they were in when the leave commenced.

The employee returning from a leave of absence must give the employer at least forty-eight (48) hours notice of their availability to return to work. When an employee on a leave returns to work, it is understood that any employee(s) that picked up open and available shifts created by the leave of absence, will forfeit those shifts back to the employee returning from the leave of absence.

17.4 **Exclusions of Benefits:** Employees on leave of absence shall not be entitled to holiday pay or any other benefits of this contract unless specifically provided for herein.

ARTICLE 18 MISCELLANEOUS

18.1 **Bulletin Board:** The Employer will erect and maintain a bulletin board of reasonable size to be placed in such part of the institution as may be mutually agreed upon between the Union and the Employer, which bulletin board shall be for the use of the Union to post any notice or document relating to Union affairs.

18.2 **Employer/Employee Agreements:** The Employer shall not enter into any agreement with the employees coming under the jurisdiction of this contract either individually or collectively which in any way conflicts with the terms and conditions of this contract.

18.3 **Non-Discrimination Clause:** The Employer and the Union agree not to discriminate against or harass any employee because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, or status with regard to public assistance.

18.4 **Filling Vacant L.P.N. Positions:** When an L.P.N. classification is vacated, it will be filled with another L.P.N. if one is available unless the level of care required could have been provided by a Nurse Aide or requires a Registered Nurse.

18.5 **Job Description Defined:** Job Description is a written record of duties, responsibilities and requirements of a particular job.

18.5a **Modifications to Job Descriptions:** The Union agrees with the job descriptions as submitted to this date. The Employer, in modifying job descriptions, may modify them consistent with the operation of the Hospital. Should the Hospital make a substantial change to an existing job description or create a new position or propose to change the pay grade for an existing position, the Hospital will submit the job description/proposed pay grade to the Union for approval before implementing the change. If agreement cannot be reached on the pay grade, the matter shall be subject to the Grievance and Arbitration Procedure.

18.6 **Completion of Incident Reports:** If an employee is injured on the job and requires treatment, an incident report should be filed immediately. Forms are available at the Nurses Station.

ARTICLE 19 NO STRIKE / NO LOCKOUT

19.1 **Employer/Union Agreement:** The Employer agrees not to engage in any lockout of employees and the Union agrees that it will not engage in any strike during the life of the Agreement. Participation in any strike, slowdown, sit-down or stoppage of work brought about either by action of the Union in violation of this Agreement, or by action of an individual employee or individual groups of employees without Union authority shall be just cause for dismissal or discipline by the Employer of any and all employees participation therein.

19.2 **Union's Right to Call/Assist/Support a Strike:** Except as provided above, nothing herein shall affect the right of the Union to call, assist or support a strike officially authorized by the Union. It shall not be a violation of this Agreement, and it shall not be cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary legal picket line, including the primary legal picket line of the union party to this Agreement, and including primary legal lines at the

Employer's places of business. It shall not be a violation of this Agreement for an employee to refuse to honor any picket line at the Employer's places of business.

19.3 **Union Notice Requirements:** The Union shall give written notice to the Employer of any strike, slowdown, sit-down or stoppage of work by any employee which has been requested or authorized by the Union. No such job action shall be deemed authorized by the Union unless the employer is provided such notice.

ARTICLE 20 SEPARABILITY

20.1 It is hereby declared to be the intention of the parties to this Agreement that the sections, paragraphs, sentences, clauses and phrases of this Agreement are separable, and if any phrase, clause, sentence, paragraph or section of this Agreement shall be declared invalid by the valid judgment or decree of a court of competent jurisdiction because of any conflict with any federal or Minnesota state law, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs and sections of this Agreement.

20.2 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. This places no time limitations on the parties during which they may negotiate.

20.3 Should the State reimbursement be adjusted during the term of this Agreement, both parties will meet to negotiate a satisfactory agreement with regards to funding.

ARTICLE 21 TERMINATION OF CONTRACT

21.1 **Contract Period:** This contract shall continue in full force and effect through September 30th, **2023**, and shall continue in full force and effect from year to year thereafter provided that upon ninety (90) days' notice given prior to the first day of October in any calendar year thereafter, either party by such written notice served upon the other may elect to terminate this contract or to amend any or all of the provisions thereof.

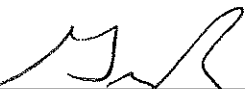
21.1a **Requirement to Meet:** Upon receipt of such notice, both parties shall immediately meet to discuss the written request and to negotiate any changes or alterations therein.

21.2 **Binding Arbitration:** If in the negotiations following the expiration of this Agreement an impasse is reached as determined by the Federal Mediation and Conciliation Service, issues unresolved in those negotiations will be submitted to binding arbitration. The parties are free to continue to bargain during the period pending arbitration.

Either party may request a list of five (5) names from the Federal Mediation and Conciliation Service from which the parties shall alternately strike names from the list of the five (5) submitted until one name remains. If the parties are unable to agree with respect to which party shall take the first turn for the purpose of striking a name, it shall be decided by the flip of a coin. The parties shall share equally the fees and expenses of the arbitrator.

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

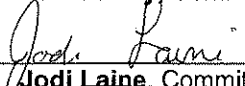
**LAKE VIEW MEMORIAL HOSPITAL, INCORPORATED
TWO HARBORS, MINNESOTA**

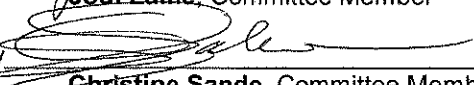
By 
Greg Ruberg, President/CEO

**UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL 1189, DULUTH, MINNESOTA**

By 
Stacy Spexet, Union Representative

By 
Lori Seeley, Committee Member

By 
Jodi Laine, Committee Member

By 
Christine Sande, Committee Member

HOUSEKEEPING

LINDA HALVORSON***	06-25-84
LORI SEELEY***	11-25-92
DARLENE BERGMAN	06-23-95
KAREN MORSETTE	08-05-95
DEBRA MCGREGOR	06-04-02

COOKS & DIETARY AIDS(Dietary Attendants)

NANCY MAHADY	10-05-88
SHERRI NICOLAISON	06-15-92
OKSUN BOSSHART	10-24-96
BRENDA FRIKKEN	08-04-97
PATSY ELBERLING	06-28-99
PATTI OHLUND	08-26-02
BETTY BAKKEN	11-07-02

L.P.N.

CATHERINE FELIX	10-06-77
DEB WEEGMAN	08-31-87
BRENDA SYCK	05-10-93
RENEE SEEGER	09-07-94
DOROTHY ROUSSEAU	06-18-99

L.P.N. COTTAGES

LINDA WICHLACZ (DIERCKS)	01-15-00 PT
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CNA'S

JODI LAINE	02-04-80
JANET WAGNER	05-01-89
MARY MARKER	10-08-92
GLORIA BUNTEN***	09-06-94
SUE HEISE	10-02-95
LINDA HEATH	08-21-01
BARBARA HANKEIWICZ	12-10-01

***DETERMINED TO BE FULL TIME ON CONTRACT RATIFICATION DATE
04-03-97

ADDENDUM "A" Wage Schedule

Head Laundry Person					CNA				
	Current	10/1/2020	10/1/2021	10/1/2022		Current	10/1/2020	10/1/2021	10/1/2022
Start	\$ 12.69	\$ 13.01	\$ 13.30	\$ 13.60	Start	\$ 14.77	\$ 15.14	\$ 15.48	\$ 15.83
1524 Hours	\$ 13.04	\$ 13.37	\$ 13.67	\$ 13.97	1524 Hours	\$ 14.95	\$ 15.32	\$ 15.67	\$ 16.02
2032 Hours	\$ 13.54	\$ 13.88	\$ 14.19	\$ 14.51	2032 Hours	\$ 15.51	\$ 15.90	\$ 16.26	\$ 16.62
2546 Hours	\$ 13.71	\$ 14.05	\$ 14.37	\$ 14.69	2546 Hours	\$ 16.06	\$ 16.46	\$ 16.83	\$ 17.21
3048 Hours	\$ 14.46	\$ 14.82	\$ 15.15	\$ 15.50	3048 Hours	\$ 16.61	\$ 17.03	\$ 17.41	\$ 17.80
4046 Hours	\$ 15.06	\$ 15.44	\$ 15.78	\$ 16.14	4046 Hours	\$ 17.20	\$ 17.63	\$ 18.03	\$ 18.43
5080 Hours	\$ 15.48	\$ 15.87	\$ 16.22	\$ 16.59	5080 Hours	\$ 17.76	\$ 18.20	\$ 18.61	\$ 19.03
6096 Hours	\$ 16.06	\$ 16.46	\$ 16.83	\$ 17.21	6096 Hours	\$ 18.48	\$ 18.94	\$ 19.37	\$ 19.80
6604 Hours	\$ 16.90	\$ 17.32	\$ 17.71	\$ 18.11	6604 Hours	\$ 18.83	\$ 19.30	\$ 19.74	\$ 20.18
8684 Hours	\$ 17.23	\$ 17.66	\$ 18.06	\$ 18.46	8684 Hours	\$ 19.21	\$ 19.69	\$ 20.13	\$ 20.59
20,800 Hours	1/4/2021	\$ 18.54	\$ 18.96	\$ 19.39	20,800 hours	1/4/2021	\$ 20.67	\$ 21.14	\$ 21.62

LPN's					Lndry/Diet Atten/Hskprs				
	Current	10/1/2020	10/1/2021	10/1/2022		Current	10/1/2020	10/1/2021	10/1/2022
Start	\$ 19.82	\$ 20.32	\$ 20.77	\$ 21.24	Start	\$ 13.26	\$ 13.59	\$ 13.90	\$ 14.21
1524 Hours	\$ 20.26	\$ 20.77	\$ 21.23	\$ 21.71	1524 Hours	\$ 13.62	\$ 13.96	\$ 14.27	\$ 14.60
2032 Hours	\$ 20.54	\$ 21.05	\$ 21.53	\$ 22.01	2032 Hours	\$ 14.18	\$ 14.53	\$ 14.86	\$ 15.20
2546 Hours	\$ 20.82	\$ 21.34	\$ 21.82	\$ 22.31	2546 Hours	\$ 14.74	\$ 15.11	\$ 15.45	\$ 15.80
3048 Hours	\$ 21.10	\$ 21.63	\$ 22.11	\$ 22.61	3048 Hours	\$ 15.26	\$ 15.64	\$ 15.99	\$ 16.35
4046 Hours	\$ 21.37	\$ 21.90	\$ 22.40	\$ 22.90	4046 Hours	\$ 15.80	\$ 16.20	\$ 16.56	\$ 16.93
5080 Hours	\$ 21.59	\$ 22.13	\$ 22.63	\$ 23.14	5080 Hours	\$ 16.41	\$ 16.82	\$ 17.20	\$ 17.59
6096 Hours	\$ 21.80	\$ 22.35	\$ 22.85	\$ 23.36	6096 Hours	\$ 16.96	\$ 17.38	\$ 17.78	\$ 18.18
6604 Hours	\$ 22.44	\$ 23.00	\$ 23.52	\$ 24.05	6604 Hours	\$ 17.48	\$ 17.92	\$ 18.32	\$ 18.73
8684 Hours	\$ 22.89	\$ 23.46	\$ 23.99	\$ 24.53	8684 Hours	\$ 17.83	\$ 18.28	\$ 18.69	\$ 19.11
20,800 Hours	1/4/2021	\$ 24.64	\$ 25.19	\$ 25.76	20,800 Hours	1/4/2021	\$ 19.19	\$ 19.62	\$ 20.06

CMA				
	Current	10/1/2020	10/1/2021	10/1/2022
Start	\$ 16.12	\$ 16.52	\$ 16.89	\$ 17.27
1524 Hours	\$ 16.32	\$ 16.73	\$ 17.10	\$ 17.49
2032 Hours	\$ 16.77	\$ 17.19	\$ 17.58	\$ 17.97
2546 Hours	\$ 17.33	\$ 17.76	\$ 18.16	\$ 18.57
3048 Hours	\$ 17.88	\$ 18.33	\$ 18.74	\$ 19.16
4046 Hours	\$ 18.49	\$ 18.95	\$ 19.38	\$ 19.81
5080 Hours	\$ 19.05	\$ 19.53	\$ 19.97	\$ 20.41
6096 Hours	\$ 19.62	\$ 20.11	\$ 20.56	\$ 21.03
6604 Hours	\$ 19.98	\$ 20.48	\$ 20.94	\$ 21.41
8684 Hours	\$ 20.38	\$ 20.89	\$ 21.36	\$ 21.84
20,800 Hours	1/4/2021	\$ 21.93	\$ 22.43	\$ 22.93

Initial pay rate for Certified Medical Assistants upon hire is at management discretion, but will be within the Wage Grade 5 pay range.

Letter of Understanding – Seniority (2002)

During the course of negotiations, the parties agreed that an employee's seniority date should be determined by date of hire and date into department pursuant to Section 14.1 of the Collective Bargaining Agreement. The parties also agreed that section 14.2 providing full-time employees seniority over part-time employees should be eliminated. The last sentence of 14.2 shall be stricken from the contract.

However, the Hospital and Union do not intend to adversely affect or alter the seniority status currently obtain by employees. Therefore, current full-time employees are "grand-fathered" in their seniority over part-time employees so long as the full-time employee with a later higher date remains in the status of a full-time employee. In the event of a change to part-time status by a full-time employee who has attained greater seniority than a part-time employee due only to the operation of section 14.2 (having full-time status), that employees seniority date shall be the original date of hire and will not be changed by a subsequent return to full-time status.

This provision affects only limited bargaining unit members who are identified in the attached seniority list. This letter shall be eliminated from the contract when no bargaining unit employee will be affected by its application.

LAKEVIEW MEMORIAL HOSPITAL, INC

Brian Carlson, President/CEO

Date

UNITED FOOD & COMMERCIAL WORKERS UNION, LOCAL 1189

Tamara Jones, Union Representative

Date