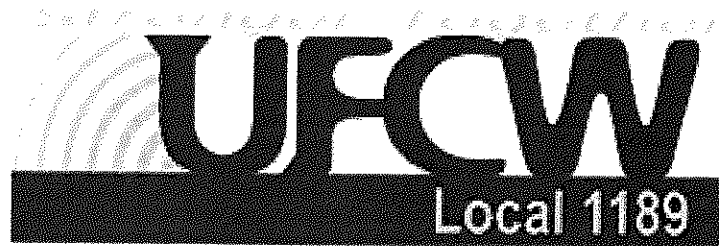


St. Luke's Hospital of Duluth

Contract

Effective
04/01/2021 – 03/31/2024



United Food and Commercial Workers Union Local 1189

UFCW Local 1189
2002 London Road, Ste. 211
Phone: 218-728-5174 or (800) 942-3546
Fax: 218-728-5178
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

AGREEMENT

By and Between

ST. LUKE'S HOSPITAL

AND

UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL #1189

THIS AGREEMENT, made and entered into as of the first day of **April 1, 2021**, to be effective through **March 31, 2024**, except as hereinafter provided, by and between ST. LUKE'S HOSPITAL OF DULUTH, a charitable organization organized under the laws of the State of Minnesota, hereinafter referred to either as the "Employer" or the "Hospital," and UNITED FOOD AND COMMERCIAL WORKERS UNION, LOCAL #1189, chartered by the United Food and Commercial Workers International Union, AFL-CIO, hereinafter referred to as the "Union."

ARTICLE 1 PURPOSE

Section 1

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

Section 2.1

The Hospital recognizes the Union as the exclusive bargaining agency for all regular full-time and regular part-time employees of the Hospital in the bargaining unit composed of employees in the classifications of Washer Extractor/Dryer, Maintenance Attendant, Janitor, Linen Porter, Nursing Assistant, Sterile Processing, Attendant, Anesthesia Assistant, Physical Rehab Services Attendant, Transportation Attendant, Respiratory Care Attendant, Radiology Assistant, Instrument Processing Specialist, Inventory Specialist, Linen Attendant, Room Service Attendant, Hospitality Services Float, Special Functions Attendant, Food Service Attendant, Cleaning Attendant, Diet Attendant, Surgical Services Assistant, Stores Attendant, Production Attendant and Continuous Observation Attendant, together with all new positions or combination of existing positions of the Employer as are of the same type and character as the positions within the foregoing classifications.

It is understood that employees of the Hospital within the following categories are excluded from the bargaining unit covered by this Agreement: Graduate Registered Nurse, Licensed Practical Nurse, Office and Supervisory Personnel, Specially Trained Technicians, Professional Employees, Medical Technologists, Radiology Technicians, Operating Room Technicians, and those Engineers and employees represented by the International Union of Operating Engineers, Local 70, AFL-CIO.

It is understood that those jobs of Employer which require a formal course of training consisting of not less than six hundred (600) hours of instruction or which require on-the-job training to acquire

knowledge of the work on an apprenticeship basis through not less than six hundred (600) hours of formal instruction of a technical nature (documented by lesson plans and consisting of lectures, demonstrations, practice in operating machinery or equipment, hands-on experience in conducting procedures, structured study, mastery of techniques and other supervised learning experiences) shall not be included in the bargaining unit covered by this Agreement.

Section 2.2

A regular part-time employee is defined as a person working in the above classifications that throughout a ninety (90) day period is regularly scheduled to work twenty-four (24) hours or more per two (2) week payroll period. All employees that work twenty-four (24) hours or more per pay period during a ninety (90) day period shall become bargaining unit members on the ninety-first (91st) day at the FTE level worked during the ninety (90) day period. The Employer shall notify the Union quarterly of the name and number of hours worked of all employees assigned a FTE under .30.

Regular part-time employees, however, shall not include those persons occupying positions in the Food Service and Housekeeping Departments, which positions are generally and commonly known as the P.M.-weekend student positions. These positions have historically been filled by students or other part-time persons who come in late in the afternoon or on the weekend to assist in the delivery of the evening or weekend meals, perform related clean-up work, or perform similar housekeeping duties.

A person not previously a member of the bargaining unit who becomes a member by operation of this definition shall then come within the scope of Article 4 of this contract, and be considered a new employee under Section 4.2.

Section 2.3

If the Hospital, at its discretion, establishes a new job or reinstates a job which has been eliminated and which job is of the type and character which could be comparable to jobs then being filled by the employees of the Hospital then represented by the Union in accordance with any current "Recognition Clause," the Hospital will develop a classification of such job and establish a pay rate therefore. This classification and pay rate will be submitted in writing to the Union by the Hospital, either hand delivered or by registered mail. If the Union does not object to such pay rate in writing either hand delivered to the Hospital or sent to the Hospital by registered mail within fifteen (15) days from the time notification is sent to it, then the same shall be determined to be acceptable by both the Hospital and the Union. If within said fifteen (15) day period the Union submits written objections specifying the disagreement with said job designation and pay rate and the reasons therefore, the Hospital and Union, through their local representatives, shall meet and discuss the problem and determine whether or not there is a reasonable solution to the differences. If within fifteen (15) days after the receipt of such notice from the Union, the Hospital and the Union cannot agree upon such new job designation and pay rate, the Union may appeal the same to arbitration. If such matter is so appealed to arbitration, all preliminary steps prior to the selection and submission of the same to an arbitrator shall be eliminated and the matter shall be submitted directly to Step 3 of the grievance procedure. If the Hospital, at its discretion, eliminates a job or transfers job responsibilities to another department outside the bargaining unit, the Hospital shall notify the Union of its intentions fifteen (15) days in advance of effectuation, in writing.

Section 2.4

The Hospital 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.

Section 2.5

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

Section 2.6

The Hospital and the Union agree not to discriminate against any individual with respect to hiring, compensation, terms or conditions of employment because of such individual's race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age, nor will they limit, segregate or classify employees in any way to deprive any individual employee of employment opportunities because of race, color, creed, religion, national origin, sex, marital status, status with regard to public assistance, disability or age.

**ARTICLE 3
MANAGEMENT**

Section 3.1

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

**ARTICLE 4
UNION SECURITY**

Section 4.1

All employees who on the date of the execution of this Agreement were members of the Union in good standing in accordance with its Constitution and Bylaws, and all employees who shall become members after that date, shall, as a condition of employment, maintain their membership in the Union in good standing for the duration of this Agreement.

Section 4.2

Each new employee shall sign and furnish to the Hospital at the time of his/her employment an application card, in duplicate, for membership in the Union in a form agreed to in writing by the Hospital and the Union. Such application card shall become effective thirty (30) days following such employee's employment with the Hospital.

One (1) signed copy of the application card shall then be turned over to the Union. It shall be a condition of employment that all employees covered by this Agreement and hired on or after its date of execution shall on the 31st day following the beginning of such employment become and remain members in good standing for the duration of this Agreement and provided further that any employee who is discharged by the Hospital prior to the expiration of such employee's probationary period shall cease to be a member of the Union and the Union shall promptly refund all dues and fees which such former member has paid to the Union.

- (a) Upon receipt by the Hospital of a voluntary written assignment by the employee, in a form to be agreed upon in writing by the Hospital and the Union, the Hospital will deduct, pursuant to this section, such employee's periodic Union dues and initiation fee, if any, owed by him/her to the Union.
- (b) From the first monies paid to such employee in the first full calendar month of employment after such employee is a member of the Union, the Hospital will deduct the dues for such month together with the initiation fee, if any is due, from the monies so paid to such employee. The Hospital will promptly remit any and all amounts so deducted by it from such Union members to the Union.
- (c) The Union will periodically keep the Hospital advised in writing of the respective amount of dues and initiation fees which shall be so deducted.
- (d) If there are not sufficient earnings to make such deductions, then the deduction shall be made from the employee's pay in the next pay period.
- (e) 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 if necessary.

Section 4.3

The Union shall indemnify and save the Hospital harmless against any and all claims, demands, suits or other forms of liability that shall arise out of or by reason of action taken or not taken by the Hospital for the purpose of complying with any of the provisions of this Article, or in reliance on any list, notice or assignment furnished under any of the provisions of this Article.

Section 4.4

The provisions of this Article shall not apply to persons working in the covered classifications on a temporary, casual or fill-in basis, nor persons employed to replace a specific employee on leave of absence because of illness or maternity leave. An employee working the number of hours specified in Section 2.2 shall be exempt from the provisions of this Article.

ARTICLE 5 VACATION

Section 5.1 Generally

All employees covered by the terms of this contract shall receive a vacation as a reward for past service and to provide them with sufficient relaxation and rest to prepare them for the ensuing year of service, all as set out in this Article.

Section 5.2 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, 1989, 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 being given preference as to choice, vacation schedules must conform to the requirements of the Hospital and vacations must be taken as scheduled. Scheduling of vacations shall be as follows: On January 15 of each year, employees may request vacation (to include personal days and holidays), by seniority. Each department will make available, either on paper or electronically, an annual calendar indicating the number of Employees allowed off in each department or area for given periods of time. Employees will sign-up for vacation using the department process which could be electronically or by writing their names on the calendar for each date they wish to have off. Employees may request as much vacation as the employee accrues in one calendar year as well as any carry-over vacation the Employee has at the time of the vacation request period. The vacation time must be available to be used at the time the vacation is taken. Employees are limited to a maximum of two "working weekends" off between Memorial Day and Labor Day. A working weekend is defined as a weekend the employee would regularly be scheduled to work. Vacation requests made during this time shall be granted by the Hospital in order of bargaining unit seniority provided that the maximum number of Employees off per department is not exceeded and provided that the Employee has not exceeded the permissible number of working weekends off. Employees not selecting vacation time off by February 15 will have forfeited their ability to select vacation by seniority. After February 15, the annual vacation calendar remains posted for additional vacation sign-up. Employees are permitted to sign up for additional vacation on a first come, first served basis up to the time the schedule is posted. As far as practicable, vacation requests outside the request period will be approved or denied within two (2) weeks of the date requested. Vacation requests still cannot exceed the permissible number of Employees off per department or area. Short notice vacation requests (requests made after the schedule is posted) will be granted upon supervisor approval. 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.

Employees who have bid for and been awarded a posting into another department after the vacation request window will be allowed to keep previously awarded

vacation if possible. If not possible, the employee may be required to change their vacation to open and available dates in the new department.

Because the vacation scheduling in Nursing Service is open year-around and because Nursing Service's response to vacation requests is in compliance with the intent of this section, the timeliness provisions noted in the preceding paragraph shall not apply to those UFCW employees working in Nursing Service.

- (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.

Section 5.3 Full-Time Employees and Part-Time Employees

- (a) Full-time employees shall be entitled to one (1) calendar week of vacation with pay during the first calendar year of continuous employment.
- (b) Full-time employees shall be entitled to two (2) calendar weeks of vacation with pay during the second, third and fourth calendar years of continuous employment.
- (c) Full-time employees shall be entitled to three (3) calendar weeks of vacation with pay during the fifth, sixth, seventh, eighth and ninth calendar years of continuous employment.
- (d) Full-time employees shall be entitled to four (4) calendar weeks of vacation with pay during the tenth, eleventh, twelfth, thirteenth, and fourteenth calendar years of continuous employment.
- (e) Full-time employees shall be entitled to four (4) calendar weeks and three (3) days of vacation with pay during the fifteenth through nineteenth calendar year of continuous employment.
- (f) Full-time employees shall be entitled to five (5) calendar weeks of vacation with pay during the twentieth calendar year of continuous employment and each year of continuous employment thereafter.
- (g) Vacation accrual for a part-time employee with an FTE of .50 FTE or greater will be granted on a prorata basis a percentage of the vacation entitled a full-time employee. The prorata part-time employee accrual shall be on the same calendar basis as it is for the full-time employee. Part-time employees covered by this collective bargaining agreement who increase their FTE from .30 or .40 to a .50 FTE or greater through the regular posting process or through the process outlined in Section 12.6 (c) of this agreement, will be eligible for vacation as follows: the employer will determine the actual number of hours the employee worked from the date of the increase in FTE back to the first day of the first pay period during the preceding May. If the actual hours worked during this time frame are equivalent to a .50 FTE or greater (at least 40 hours per two week pay period), then the employee shall be awarded a prorated vacation accrual, based on the actual hours worked, as provided in this Section 5.3 (g).

Example: An employee's FTE increases from a .40 to a .70 effective August 1st. The employee worked 276 hours from May 1st through July 31st (6 pay periods). The hours worked (276) is the equivalent of a .575 FTE from May through July. Assuming the employee in this example has been employed by the hospital less than one year,

the employees prorated vacation accrual would be 5.24 hours for hours worked May through July.

- (h) A part-time employee below .50 FTE who happens to work more than 1040 hours during an anniversary year (defined as May 1st to April 30th) shall then be eligible for vacation for that anniversary year on the same basis as an employee with an FTE of .50 FTE or greater. The part-time employee shall be awarded the vacation hours earned to date, which, with the approval of the Department Director, may be taken after they appear on the paycheck stub.
- (i) A full-time or part-time employee's eligibility for vacation shall be determined on that employee's yearly anniversary date. A full-time employee and a part-time employee with an FTE level of .50 FTE or greater shall be awarded vacation on a bi-weekly basis and a record of the vacation hours earned but not used will be reflected on the employee's paycheck stub. An employee may use such earned but unused vacation hours after they appear on the paycheck stub, with the approval of her/his Department Director.
- (j) Bargaining unit members shall be allowed to cash out up to 50 percent of vacation hours, up to the maximums allowed, and in accordance with the terms and conditions of the Hospital's currently established policy (V-2); except that if this policy is amended for the majority of non- UFCW members, these amendments shall also apply to UFCW bargaining unit members. In such circumstances, the Employer shall promptly notify all UFCW members of such change, and the effective date.

Section 5.4 Miscellaneous Vacation Provisions

- (a) Employees who elect to resign and give the proper written notice of termination of employment, as hereinafter required, will be entitled to receive PTO/vacation pay in lieu of time off to the extent that such PTO/vacation pay has been earned on the date of termination of employment, subject to the following qualifications:
 - 1. Employees completing their probationary period and subsequently resigning within twelve (12) months from the date of their initial employment shall receive all accrued and unused PTO/vacation pay upon termination of employment, provided they have given the proper written notice of resignation. For purposes of this article, proper notice of resignation shall require fourteen (14) calendar days advance written notice received by the immediate supervisor or department director.
- (b) Employees discharged for cause shall be entitled to vacation pay as described in sub-section (1) above.
- (c) Carry Over of Vacation:
 - (1) Hospital will allow carry over of unused vacation hours for full-time employees beyond the anniversary date on the following basis:

All full-time employees with fifteen (15) or more continuous years of service may carry over two hundred eighty (280) hours of earned vacation beyond each anniversary of their hire date thereafter.

All full-time employees with ten (10) or more continuous years of service may carry over two hundred forty (240) hours of earned vacation beyond each anniversary of their hire date thereafter.

All full-time employees with five (5) or more continuous years of service may carry over two hundred (200) hours of earned vacation beyond each anniversary of their hire date thereafter.

All full-time employees with two (2) or more years of continuous service may carry over one hundred sixty (160) hours of earned vacation beyond each anniversary of their hire date thereafter.

All full-time employees with less than two (2) years of continuous service may carry over eighty (80) hours of earned vacation beyond each anniversary of their hire date thereafter.

- (2) Hospital will allow carry over of unused vacation hours for part-time employees beyond their anniversary dates on the following bases:

Part-time employees with ten (10) years or more of continuous service may carry over one hundred sixty (160) hours of earned vacation beyond their anniversary dates.

Part-time employees with five (5) years or more of continuous service may carry over one hundred twenty (120) hours of earned vacation beyond their anniversary dates.

Part-time employees with two (2) years or more of continuous service may carry over eighty (80) hours of earned vacation beyond their anniversary date.

Part-time employees with less than two (2) years of continuous service may carry over forty (40) hours of earned vacation beyond their anniversary dates.

- (d) A former employee whose employment is terminated and who is subsequently re-employed by the Hospital assumes the same status as a new employee in regard to PTO/vacation allowances.
- (e) Any unpaid leaves of absence shall not be computed as working time for the purpose of computing PTO/vacation allowance and pay.
- (f) If a Hospital holiday falls within the PTO/vacation period of any employee, one (1) additional day of time off will be allowed as scheduled and approved.
- (g) The Hospital will, if requested by an employee three (3) weeks in advance, make separate payment to such employee of that employee's PTO/vacation pay prior to the commencement of the employee's vacation.
- (h) Any employee leaving for the military service will be paid prior to leaving for such service any PTO/vacation pay which has been earned under the provisions of this contract.
- (i) An employee may take all earned PTO/vacation in one (1) consecutive period or may break the vacation into periods as small as 15 minutes, subject to the requirements of the Hospital and Departmental approval. Regular departmental PTO/vacation

request procedures notwithstanding, reasonable consideration will be given PTO/vacation days requested on short notice.

- (j) The hospital policy concerning donation of PTO/vacation, as may be modified from time to time by St. Luke's, shall be extended to UFCW members in the same fashion as it applies to non-contract employees. This program may be discontinued by St. Luke's with 2 weeks written notice to eligible employees and the UFCW.

ARTICLE 6 HOLIDAYS

Section 6.1 Holidays Established

- (a) Six (6) full holidays will be granted: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. Christmas Eve and New Year's Eve (evening shift) shall be observed as holidays for premium pay purposes only.

For purposes of this Section, Christmas Day shall be deemed to extend over a thirty-two (32) hour period commencing with the start of the evening shift (3:00 p.m.) on December 24th, and continuing until 11:00 p.m. on December 25th; New Year's Day shall be deemed to extend over a thirty-two (32) hour period commencing with the start of the evening shift (3:00 pm) on December 31st, and continuing until 11:00 p.m. on January 1st.

- (b) Such holidays will be recognized and observed according to the Statutes of the State of Minnesota, except that Christmas Day (December 25th), New Year's Day (January 1st), and the Fourth Day of July (July 4th), will be observed as a holiday on such dates, the Statutes to the contrary notwithstanding.
- (c) The Hospital will pay those employees regularly scheduled for forty (40) or more hours of work per week the regular scheduled rate of pay of such employee's occupation for the normal number of hours for which such employee is scheduled, not to exceed, however, eight (8) hours. Such payment shall constitute ordinary holiday pay.
- (d) In addition to the holidays enumerated above, each full-time employee who has been continuously employed for twelve (12) months may take two (2) personal holidays each year. In addition, each full-time employee who has been continuously employed for five (5) or more years shall be entitled each year to a third personal holiday. Part-time employees working a .6 FTE or more and have been employed for twelve (12) months shall be entitled to one (1) personal holiday per year. In addition each part time employee who has been continuously employed for five (5) or more years shall be entitled each year to a second personal holiday. Personal holiday accruals shall be awarded to eligible employee's accrual balance upon the employee's anniversary date of service. Personal holidays must be taken in full day increments. Additionally, personal holidays not used by the employee's anniversary date will be lost. However, if personal holiday(s) would be lost due to circumstances beyond the employee's control, the employee may request, prior to the personal holiday(s) being lost, to convert a previously used vacation day since their last anniversary date to a personal holiday and add the day to the vacation time available to the employee.

- (e) **Effective April 1, 2022:** If the holiday falls on a full-time employee's day off, the employee will receive 8 hours of pay at their regular rate of pay as their holiday benefit when the holiday is not worked. Non-worked holiday hours are computed for benefit accrual purposes only.

Full-time and part-time employees who work on the holiday will receive Holiday Premium Pay for all hours worked in accordance with Section 6.1(h).

- (f) If any employee scheduled for a normal work week shall be required to work on a holiday, the Hospital shall use reasonable effort to notify such employee at least one (1) week prior to the date of such holiday that such employee is scheduled to work. It is recognized by both parties that, because of unforeseen illness 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 patient care.
- (g) Absences from work or leaves of absence on an employee's scheduled shift preceding or following a holiday shall result in forfeiture of holiday pay, except for authorized absences and confirmed illness or accident, which is excused to the satisfaction of St. Luke's.
- (h) All full-time employees shall be paid at the rate of **double** time and one-half ($2\frac{1}{2}$) the employee's regular rate of pay for hours worked on the holidays noted in Section 6.1 (a) above. Any part-time employee who works an eight (8) hour shift on a holiday will be paid in addition to the applicable rate for the day worked, eight (8) hours of straight-time pay for the holiday. If, at the request of the Hospital, an employee works less than an eight (8) hour shift on the holiday, the employee will be paid one (1) hour at the applicable rate and one (1) hour of additional straight-time pay for each hour worked on the holiday. If any employee works more than eight (8) hours per day on a holiday, they shall be paid at the rate of double time and one-half ($2\frac{1}{2}$) her/his regular rate of pay for time worked in excess of eight (8) hours on that holiday.

ARTICLE 7 INSURANCE AND SICK LEAVE

Section 7.1 Employer Participation Agreement

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

Section 7.2 Health Insurance Eligibility Including Dental & Life

Eligible employees shall be defined as all employees covered by this agreement who have an FTE status of .60 or greater or .30 FTE and above who qualify as a result of the Affordable Care Act or other such regulation. Such coverage will be provided for eligible employees commencing the first day of the month after such otherwise eligible employee has completed sixty (60) calendar days of employment. The Employer shall report all newly eligible employees to the fund office along with a contribution no later than the 15th of the month preceding the effective date for benefit coverage. Employees who enter the bargaining unit to a benefit eligible position, who have been employed by the hospital in any capacity for sixty (60) days or longer, shall be included on the next report due with coverage beginning the first of the month following receipt of the contribution.

Should the employer report and make a contribution on behalf of individuals who later terminate their employment (before the end of the month in which the report is due) the employer may take a credit on their next report due for the amount contributed on behalf of those individuals. If no credit is requested on the next report the opportunity for the credit is lost.

Insurance Section 7.3 Health Contribution Rates

Effective April 1, 2021, the St. Luke's maximum monthly contributions are;

St. Luke's Maximum Monthly Contribution:			
	1/1/2022	1/1/2023	1/1/2024
Single Coverage:	\$687.00	\$727.00	\$744.00
Family Coverage:	\$1,625.00	\$1,700.00	\$1,750.00

Employees may voluntarily elect to waive coverage,

It is agreed that the initial enrollment will be at whatever family status level the newly eligible employee is at point of enrollment with the exceptions listed below.

Changes to an employee's level of coverage after the initial enrollment will be permitted as defined in either the special enrollment process as outlined in the Section entitled Dependent Special Enrollment Period, or the family coverage election process as outlined in the Section entitled How an Employee Becomes Eligible for Benefits, on page 14 of the Summary Plan Description effective January 1, 2004, or any similar provision, if any, contained in any future restated Summary Plan Description which the Plan's Board of Trustees may adopt. The parties hereto recognize that, subject to applicable law, the Plan's Board of Trustees has complete and full discretion to amend, modify, or restate the Plan's Summary Plan Description, including its provisions related to dependent enrollment, at any time and as they deem proper. Note: Under the current special enrollment timeframes, the employee has a limited number of days to inform the health fund office of the need to change their coverage level. Should employees go past the timeframes contained in the Summary Plan Description, their opportunity to change their coverage level is closed until a new qualifying event occurs (qualifying events are stated in the SPD).

St. Luke's contribution on behalf of eligible employees who are married to each other with no eligible dependent children will be at the single coverage level for both. If a spouse terminates employment, the coverage level for the employed eligible spouse will move to **family**. St. Luke's contribution on behalf of such employees with eligible dependents will be **family** coverage. These changes to the employee's level of coverage after initial enrollment will be permitted as defined in the Section entitled Dependent Special Enrollment Period on page 14 of the Summary Plan Description effective January 1, 2004.

Section 7.4 Sick Leave

- (a) An employee at a designated FTE level of .60 or above and who has completed the probationary period shall be entitled to accrue one (1) day of sick leave for every month the employee is continuously employed until a maximum of forty-eight (48) days of sick leave have been accumulated. Employees working less than 1.0 FTE shall accrue sick leave on a prorated basis. Sick leave will be paid from each employee's accumulated balance at the rate of one (1) full day for each regularly scheduled work day the employee is absent due to personal illness/injury. **St. Luke's policies and procedures are in compliance & run concurrent with the City of Duluth's Earned Sick and Safe Time Ordinance.**

Employees who have been out of work for an absence of five (5) or more consecutive scheduled work days due to illness or disability must have a "Release to Return to Work" form completed by the employee's treating Physician forwarded to Occupational Health. The form must state the exact date the Physician authorizes the return to work. Any work restrictions regarding hours or duties should be noted. Occupational Health will review the Release to Return to Work and in some cases may require an evaluation of the employee by an Occupational Health provider prior to placement of the employee back to work. In some circumstances based on the nature of the illness or injury, an employee may be required to provide a completed Return to Work form for absences of less than five (5) days.

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 Medical Director of the St. Luke's Occupational Health Service; failure to furnish such evidence as required will disqualify the employee from receiving paid sick leave for the day(s) in question.

Should an eligible employee's FTE reduce below a .60, but not less than a .30, they will no longer accrue additional sick hours but may use the sick hours already earned for absences due to sickness, until depleted.

Employees who are provided a notice to furnish evidence of illness 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 of illness every ninety (90) days for the balance of the calendar year.

Employees in attendance management (verbal warning or higher) with a zero (0) sick balance during time in attendance management will auto-convert to PTO at the beginning of the following pay period.

- (b) Benefits provided under this Section 7.4 when calculated together with Workers' Compensation or other benefits for a given time period shall not exceed 1.0 FTE or for part-time employees the average FTE level actually worked in the preceding six (6) months exclusive of overtime.

Section 7.5 Hospital Provided Life Insurance Coverage

Life insurance will be provided on the life of each eligible employee in the amounts shown below evidenced by a certificate to be issued by the rules and regulations of the insurance carrier. Such coverage will be provided for eligible employees commencing the first day of the month after such otherwise eligible employee has completed ninety (90) days of employment. This covers employees of the Hospital who are regularly scheduled the following FTE levels and who are working pursuant to the provisions of this Agreement:

.6 FTE and over	\$ 40,000
.3 FTE but less than .6 FTE	\$ 25,000

An option to purchase additional coverage is available to the employees at the rates established by the insurance company and subject to the insurance company rules.

Section 7.6 Effect of Termination of Employment

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 involuntarily, or in any other manner ceases active work at the Hospital. All of the other benefits or coverages provided in this Article shall terminate at the end of the day in which the employee is laid off, is terminated either voluntarily or involuntarily, or in any other manner ceases active work at the Hospital. Such employee shall be permitted to continue coverage under any such plan at the employee's own expense to the extent the employee is provided a right to do so under statute or other provision of law.

Section 7.7 Extensions of Coverages during Disability

The Hospital will continue to furnish the health insurance contributions and life insurance coverages for an employee temporarily absent due to disability (occupational or non-occupational) so that the employee retains coverage 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 as outlined in Section 11.1 (d). For example, an employee who begins an approved leave of absence on September 9th will continue to have coverage through December 31st with the contribution made by St. Luke's to the fund during November will be for December coverage.

Section 7.8 Long Term Disability Insurance

The Employer will provide all eligible Employees long term disability insurance at no cost to the Employee.

Section 7.9 Designation of Carrier(s)

With the exception of insurance benefits provided by the hospital through the UFCW sponsored Northern Minnesota-Wisconsin Area Retail Food and Welfare Fund, the Hospital shall have the right to choose and to change the insurance carriers. Benefits will not be reduced below those

specified except when coverage changes for the majority of all eligible non-UFCW members, then UFCW members will be changed identically.

Section 7.10 Termination of UFCW-Sponsored Health Insurance Benefits

The Hospital and Union agree that should the UFCW Local 1189 cease to offer health insurance benefits to all other bargaining units, St. Luke's employees may rejoin the St. Luke's plan on the first of the month following the termination of coverage. The Hospital and Union further agree to meet promptly to renegotiate Health Insurance Contribution Rates as outlined in Section 7.3. Should the parties fail to agree on Health Insurance Contribution Rates then the Hospital may implement its final offer, and the Union may pursue grievance arbitration in accordance with Section 13.1.

ARTICLE 8 PAID TIME OFF (PTO) AND MISCELLANEOUS PROVISIONS

Section 8.1 Paid Time Off (PTO)

Paid Time Off (PTO) may be used for vacation, personal or other elective reason with prior approval and for personal illness. The holidays provided in Section 6.1 are separate from PTO. **The process for requesting use of Paid Time Off is outlined in Section 5.2(b).**

Employees hired after April 28, 2015 who are .60 FTE or above are eligible to accrue PTO. Employees hired prior to April 28, 2015 are grandfathered into the existing vacation, sick and personal holiday plans.

The hospital will offer an opportunity for current employees to voluntarily participate in the PTO plan which, once elected, will be irrevocable. The timing of the conversion for current employees is to be determined. Sick hours will be converted at a rate of .40 with these converted hours placed in a sick bank and may only be used along with Short Term Disability (STD). (Example: an employee with 100 sick hours will retain 40 hours in a sick bank to be used as sick hours once employee is in STD).

Employees utilize the existing Union STD plan after employee misses 5 consecutive days. Employees who have been out of work for an absence of five (5) or more consecutive scheduled work days due to illness or disability must have a "Release to Return to Work" form completed by the employee's treating Physician forwarded to Occupational Health. The form must state the exact date the Physician authorizes the return to work. Any work restrictions regarding hours or duties should be noted. Occupational Health will review the Release to Return to Work and in some cases may require an evaluation of the employee by an Occupational Health provider prior to placement of the employee back to work. In some circumstances based on the nature of the illness or injury, an employee may be required to provide a completed Return to Work form for absences of less than five (5) days.

Furthermore, employees who utilize more than five (5) occurrences of absence per calendar year may be required to furnish evidence of such illness (generally a physician's excuse) which is satisfactory to the Medical Director of the St. Luke's Occupational Health Service; failure to furnish such evidence as required will disqualify the employee from receiving PTO benefits for the day(s) in question.

Employees who are provided a notice to furnish evidence of illness 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 of illness every ninety (90) days for the balance of the calendar year.

Employees in attendance management (verbal warning or higher) with a zero (0) sick balance during time in attendance management will auto-convert to PTO at the beginning of the following pay period.

PTO is accrued on the basis of hours worked at the following accrual amounts:

<u>Start</u>	<u>5YR</u>	<u>10YR</u>	<u>15YR</u>	<u>20YR</u>
16 days	18 days	24 days	29 days	34 days
.0615	.0692	.0923	.1115	.1307

The maximum PTO accrual is 1.5 times the employee's annual PTO accrual. **Bargaining unit members shall be allowed to cash out PTO hours up to the maximums allowed, and in accordance with the terms and conditions of the Hospital's currently established policy (V-2); except that if this policy is amended for the majority of non- UFCW members, these amendments shall also apply to UFCW bargaining unit members. In such circumstances, the Employer shall promptly notify all UFCW members of such change, and the effective date.**

Section 8.2 Medical Services

All regular permanent employees of the Hospital covered by the terms of this contract will be granted the following medical services.

- (1) A pre-employment physical examination for all new employees.
- (2) Such medication for injuries and illnesses as may be given by the Hospital on an emergency basis.
- (3) At the Hospital's option, a routine physical check-up may be given all employees absent from work for a period of five (5) consecutive scheduled work days or more, which examination will be made at the time of the employee's return to work.
- (4) As directed by the medical staff of St. Luke's Hospital, and as the representative of the Hospital may think is necessary or expedient, routine immunization from disease will be given to such employees as the Hospital may think necessary and proper.
- (5) As the Hospital representatives may determine, subject to the recommendations of the medical staff of the Hospital, certain portions of such physical examinations may be repeated as indicated by St. Luke's Occupational Health.
- (6) The Hospital will continue its present educational program of preventive medicine.

8.3 Funeral Leave

Employees regularly scheduled for twenty-four (24) or more hours of work per week will be granted funeral leave benefits pursuant to Human Resources Policy Funeral Leave F-1 to attend the funeral of a member of such employee's immediate family. For the purpose of this section,

immediate family is defined as husband, wife, children, step-children, son-in-law, daughter-in-law, brother, brother-in-law, sister, sister-in-law, grand-parent, great grand-parent, grand-child, great grand-child, father and mother, (father and mother means either the natural or step-parents of the employee or spouse of the employee) (grand-parent and great grand-parent means the grand-parent of the employee or spouse of the employee) for purposes of this benefit. It is not the purpose of funeral leave to give paid time off for bereavement. Any other time off will be charged to PTO/vacation or considered unpaid leave of absence if no PTO/vacation pay is due, at the option of the employee.

Employees will be granted unpaid time off to attend funerals of close friends and relatives not defined as immediate family by this collective bargaining agreement. These requests will be granted provided they do not create staffing problems, create overtime or impact patient care. Employees are to give as much notice as possible when requesting this leave time and the time requested may not exceed the time allowed for funeral leave as provided in Section 8.3 herein.

Once the request has been granted it will be the employee's option to use accrued PTO/vacation, or Personal Holidays (if available) or take time off unpaid. This time off shall not be considered funeral leave.

8.4 Drug and Alcohol Testing

St. Luke's Policy and procedure for Drug and alcohol testing for employees, as updated from time to time, shall apply to employees covered by this collective bargaining agreement. Additionally, UFCW bargaining unit members working in safety sensitive positions which drive the laundry truck or operate motorized grounds keeping equipment shall be subject to the random drug and alcohol testing in accord with the policy.

8.5 Meal/Rest Breaks

The St. Luke's Policy related to Meal and Break periods, which may be modified at management's discretion, shall govern meals and rest periods under this collective bargaining agreement.

ARTICLE 9 UNIFORMS

Section 9.1

The Employer will furnish uniforms for all bargaining unit members. The uniforms will consist of pants and tops. If a jacket is designated as a part of the uniform, it will also be provided. However, jackets may or may not be worn as long as the Employee wears a uniform top. Uniforms shall be selected by the Hospital by individual departments and may be provided by a third party vendor. The number of uniforms issued to Employees and the need for replacements will be determined by the individual departments.

All Employees will be required to wear uniforms while on duty. Except for Employees working in Sterile Processing and Surgery, Employees are allowed to wear uniforms when coming to or going home from work, but shall not wear the uniform on any other occasion. Except for Sterile Processing and Surgery, cleaning and maintaining the uniforms is the responsibility of each Employee.

Upon termination of employment, all uniforms must be returned to the Employer. If the Employee fails to return all uniforms to the Employer, the cost of the uniforms may be recovered by the Employer by any legal means including deduction from the Employee's paycheck.

Section 9.2

The Employer will provide the following items of cold weather clothing: Three (3) insulated outdoor weight jackets for janitors to utilize for trash removal; One (1) insulated outdoor weight jacket for the Nutrition Services Department to be utilized for work in the freezer; Two (2) insulated outdoor weight jackets for the loading dock/storeroom area; One (1) set of insulated coveralls for use by the laundry truck drivers. These jackets and coveralls will be used by multiple bargaining unit members as needed and will be left in the working areas for this purpose.

ARTICLE 10 NOTICE OF ILLNESS, TERMINATION BY EMPLOYER AND VOLUNTARY TERMINATION BY EMPLOYEE

Section 10.1 Notice of Illness

Employees who are unable to work for prolonged periods of time because of illness or disability have an obligation to inform the Human Resources Department of the Hospital of any change in their condition which would affect the day they are to return to work. Employees should contact the Human Resources Department of the Hospital once every two (2) weeks if the nature of their condition is such that an approximate date to return to work cannot be established. The employee further will instruct his or her attending physician that the Hospital desires a one (1) week's notice of the actual date upon which the employee can return to work and will attempt to obtain such notice from such attending physician and will furnish it to the Human Resources Department of the Hospital. If the employee is able to return to work prior to such date or if the employee is unable to obtain such one (1) week's notice from the attending physician (and reasonable diligence on the part of the employee will be required), the Hospital will reassign such employee to duty at the first reasonable opportunity for scheduling, but in no event more than one (1) week after notice that the employee is able to return to work.

Section 10.2 Discharge

1.

- (a) The Hospital, electing to discharge an employee from employment with the Hospital, shall have just and sufficient reasons therefore. Except for the reasons hereinafter described, the Hospital shall give warning to an employee of unacceptable behavior prior to removing the employee, and such warning shall be in writing and a copy thereof delivered to the Union.

No such warning notice or warning of any kind, except as provided by law, need be given to an employee where the employee is removed for any of the following reasons:

1. dishonesty;
2. possession or consumption alcoholic beverages on the St. Luke's premises;
3. possession or consumption of illegal drugs on St. Luke's premises;
4. intoxication on the job;
5. misuse of or habitual use of narcotics or habit-forming drugs;
6. willful insubordination or willful destruction of property;
7. gross infraction of Hospital rules concerning safety, patient care, or harassment;

8. theft;
9. Fighting or physical battery;
10. Viewing pornographic material on St. Luke's premises.

Where the Hospital determines that an employee's conduct is unacceptable but does not merit discharge, the Hospital may, for just and sufficient reasons, suspend an employee without pay for a period of time appropriate to the circumstance. Written warnings used for progressive discipline shall not be valid for a period of more than twenty-four (24) months.

- (b) The Union or the employee so discharged or suspended may protest such discharge within ten (10) days thereof by written notice to the Employer. If the employee or the Union is not satisfied with the answer of the Employer to such written objections, the Union may submit such dispute to mediation under Step 3 or to arbitration under Step 4 of the grievance procedure. 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 or suspended and which discharge or suspension is later found to be without cause, if such determination is made as provided herein, shall be reinstated and paid for time lost, including overtime which such employee would have worked.

Section 10.3 Voluntary Termination by Employee

- (a) 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.

A physician's excuse satisfactory to the Medical Director of Occupational Medicine must be provided for all sick time taken after the date of notice; failure to furnish such evidence as required will disqualify the employee from receiving paid sick leave for the day(s) in question.

- (b) If the employee fails to report for work without furnishing his/her immediate supervisor or designee 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 within ten (10) days thereafter furnish the Hospital with reasonable proof that such employee could not report for work or could not reasonably notify the Hospital of the absence because of illness, unforeseen emergency, or other justifiable reason, then such employee shall be reinstated without any break in the service record.

ARTICLE 11 LEAVE OF ABSENCE

Section 11.1

Leaves shall be granted in accordance with St. Luke's policy and applicable federal and state laws, including the Family Medical Leave Act (FMLA) and the Minnesota Parental Leave Act.

(a) Employees who have completed the probationary period shall, if qualified, be granted the following types of leave of absence:

- (1) Person Illness or Disability (including pregnancy disability)
- (2) Maternity/Paternity/child Care (including adoption)
- (3) School Conference and Activity
- (4) Military Service Leave

(b) Employees who have completed the probationary period may qualify for the following types of leave of absence:

- (1) Critical Illness in Immediate Family
- (2) Death in Immediate Family
- (3) Labor Union Business
- (4) Other/Personal Reasons/Travel

Such leaves of absence are granted at the sole discretion of the Hospital consistent with the good management and reasonable application of such discretion.

(c) Any unused PTO/vacation or personal day hours are paid to the employee in the pay period immediately following the ninetieth (90th) calendar day of the absence. This PTO/vacation or personal day pay is normally mailed to the employee. PTO/Vacation or personal day pay while on leave has no bearing on the duration of the leave. PTO/Vacation accrual will cease upon the ninetieth (90th) calendar day of absence.

(d) All insurance, except the Weekly Disability Benefit provided through the UFCW sponsored plan, will be cancelled on the first (1st) of the month coincident with or following the ninetieth (90th) calendar day of absence.

Continuation of coverages beyond ninety (90) calendar days must be arranged with the Hospital's Human Resources Department or for health insurance, the health insurance plans administrator's office.

(e) An employee may have multiple types of authorized leaves of absence during any absence from work. A combination of consecutive leaves will be considered as one (1) absence from work for position retention purposes.

Section 11.2.A Personal Illness or Disability (Including Pregnancy Disability)

1. All leaves of absence due to personal illness or disability require a physician's statement verifying the need for such a leave of absence.

2. St. Luke's Hospital reserves the right to have its own physician examine the employee.
 3. Sick time is paid at the rate earned.
 4. Effective April 1, 1996, an employee who begins an authorized leave of more than ninety (90) calendar days but less than six (6) months may exercise her/his bargaining unit seniority rights by bumping a less senior employee in any bargaining unit position which the returning employee held since her/his most recent date of hire in the Hospital. An employee who is on an authorized leave of more than six (6) months but less than one (1) year shall be offered the first available position of like status and pay upon the employee's return to work.
- B. Military Service Leave: Military Service Leave is an unpaid absence from work for Reservists, Guard persons or other members of the United States Armed Forces who must report for duty or training. The individual must promptly provide a copy of the orders calling her/him to duty to the Department Director. The individual must report back to work promptly at the close of duty or training period. A leave of absence will be granted for official training duty, and the employee must be reinstated upon return without reduction in pay or loss of seniority, status or PTO/vacation rights. Absences for training may not be charged to the employee's PTO/vacation time or any other type of paid leave which might be applicable, unless the employee wishes to use PTO/vacation time.
- C. All other types of leave are granted or denied at the sole discretion of the Hospital and in accordance with St. Luke's Hospital Human Resources Policy and Procedure.

ARTICLE 12 SENIORITY

Section 12.1 Seniority Date

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 in the Hospital unless such seniority is broken for reasons specified herein. Every employee covered by the terms of this contract shall have departmental seniority for the purpose of bidding on open positions in the department only 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 for all other purposes of this agreement. This date shall also be the employee's date for benefit accrual purposes.

Both full and part-time non-bargaining unit employees who come into the bargaining unit shall be considered probationary employees for their first 90 days (excluding the 520 hours requirement for part-time employees) in accordance with Section 12.4 of the collective bargaining agreement. Non-bargaining unit employees who come into the bargaining unit shall have departmental seniority from the date of entry into the bargaining unit and bargaining unit seniority from the original date of hire in the Hospital. However, the date for benefit accrual purposes shall be the original date of hire in the Hospital. Original date of hire in the Hospital for purposes of this section means the date of hire since which the employee has been continuously employed by the Hospital, in any capacity.

Section 12.2 Seniority Lists

The Hospital 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 list shall specify the department seniority of each employee and shall also specify the employee's original date of hire within the bargaining unit, FTE level, and job title. Within fifteen (15) days thereafter, the employees may file with the Hospital an objection to such seniority rating or ratings. Within twenty (20) days of such posting the Union and the Hospital shall mutually determine whether any correction is necessary or appropriate. When so corrected or when no correction is required, the seniority so posted, or so posted and corrected shall be permanent and shall not be subject to change except as to new employees whose names are placed on subsequent seniority postings. At the written request of the Union, the Hospital will furnish to the Union at reasonable times an amended seniority list, including current pay rate, which shall be corrected to the date on which it is executed, but such amended seniority list shall not be subject to grievance or correction as is the annual seniority list above provided.

Section 12.3 Departments

Bargaining unit members currently work within the following departments:

- (a) Housekeeping, which department shall include: cleaning attendants and janitors and all other persons who have heretofore been a part of that department of the Hospital.
- (b) Laundry, which department shall include: all laundry employees, linen attendants and porters, and employees engaged in the linen service of the Hospital.
- (c) Nursing, which shall include Nursing Assistants in each separate nursing unit or designated area, for example 7W, 5W, ED (Emergency Department), Endoscopy (Endo), Cardiac Diagnostics, Cardiac Unit.
- (d) Sterile Processing, which department shall include Instrument Processing Specialists.
- (e) Nutrition Services, which department shall include all persons who are primarily engaged in the preparation and service of food.
- (f) Anesthesia, Laboratory, Radiology, Pharmacy, Maintenance, Store Room, Physical Rehab, Hospice, Home Care, Surgery, and Respiratory Therapy, each of which shall constitute a separate department.

Section 12.4 Probation Employees

Full-time employees shall be probationary employees for the first ninety (90) days of employment; Part-time shall be probationary employees for five hundred twenty (520) hours or six (6) months, whichever is less; however, in circumstances where the Employer believes an extended probationary period may be necessary to sufficiently evaluate the employee's performance, at the discretion of the Employer, an extended probationary period of up to thirty (30) additional days may be implemented for such purpose, provided that the extension is documented by written notification to the employee and the Union. Probationary employees during such period may be discharged by the Employer without cause and without the same causing a breach of this contract or constituting a grievance hereunder. If the probationary period is interrupted by a leave of absence, disability or

illness of more than five (5) consecutive days, a comparable amount of time shall be added to the probationary period.

Section 12.5 Relief Employees

The benefits provided in this Article shall not apply to probationary employees nor those hired on a temporary, casual or fill-in basis, nor those engaged to replace an absent employee.

Section 12.6 Posting Vacancies

- (a) Prior to filling any permanent full-time or part-time vacancy in any of the above designated departments, such vacancy shall be posted **electronically** on **St. Luke's website** for **seven (7) calendar** days. Any employee may apply **by submitting an electronic transfer request online** during such **seven (7) calendar** day period. The Hospital shall fill such a vacancy from employees applying within the department in which such vacancy occurs on the basis of experience, ability (**including the ability to meet the physical demands of the position**), and department seniority. When experience, ability (**including the ability to meet the physical demands of the position**) are relatively equal, departmental seniority shall govern. If no one in the department in which the vacancy occurs applies, or if such applicant is not qualified, then the Hospital shall fill the vacancy from employees applying from outside the department on the basis of experience, ability (**including the ability to meet the physical demands of the position**), and bargaining unit seniority. Employees who are in attendance management at the verbal warning level or higher will not be allowed to increase their FTE through the posting process and will be given written notice of such at the time of the verbal warning.

Beginning on April 1, 2012, the hospital may hire one experienced external applicant over internal applicants per department within any 3-year period in the following four job classifications: Nursing Assistant, Endoscopy Nursing Assistant, Stores Attendant , Instrument Processing Specialist. When experience, ability (**including the ability to meet the physical demands of the position**) are relatively equal, bargaining unit seniority shall govern. The Hospital, during such **seven (7) calendar** day period, may assign temporarily any employee to such a vacancy.

The employee awarded the position will be required to accept or decline the offer within four (4) days of the offer, not including weekends and holidays, or the position will be awarded to the next eligible applicant.

The employee awarded the position may request a copy of the posting upon transfer, hire or at any time. (Note: Employees transferring to another department should refer to section 5.2(b) concerning previously granted PTO/vacation requests.)

Employees who have bid for and been awarded a position in another department may not be awarded another posted position to a different department for 60 days. The employer may restrict employee to no more than 3 department transfers in any 12-month period if the supervisors from the new and old department agree. (Note: the purpose of this section is to restrict frequent inter-department transfers).

- (b) Changes in assignment within a department and job title (lateral moves) will be posted internally within the department and will be filled within such department and job title on the basis of department seniority and other qualifications as determined by the appropriate Department Director. Only that position remaining after such internal lateral move(s) need be posted in accordance with the provisions of Section 12.6 (a). Acceptance of a change in assignment within the same department and job title does not constitute a change in position for the purpose of this section.

- (c) A regularly scheduled part-time employee, who over a six (6) month period, works an average FTE level higher than that which the employee is designated, may upon the request of the employee have his/her FTE level evaluated for an increase to the level worked. The Hospital shall compare the employee's shifts per payroll period with documented factors such as the number of concurrent leaves of absence, census trends, and the viability of resultant unfilled positions. If the request appears appropriate, the Hospital will increase the employee's designated FTE level. No employee may attain an FTE level which is greater than 1.0. Any FTE level which is increased by reason of the provisions of this article need not be posted nor will normal posting procedures have application.

Should the Hospital deny the request the employee may seek a review. When a review has been requested the Hospital, the employee and a representative of the Union shall meet within fourteen (14) days. At the review meeting the parties shall look at all relevant information used by the Hospital and any additional information that may not have been known or used at the time of denial. If, after the review meeting, the parties are still in disagreement the Hospital may maintain its' denial and the employee may seek resolution through the grievance procedure in Article 13 of this agreement.

Section 12.7 Loss of Seniority

An employee's 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 by regular or certified mail.
- (d) Employment by any other employer during leave of absence.
- (e) Layoff which continues for more than one (1) year.
- (f) Failure to apply for re-employment within statutory limitation after discharge other than dishonorable from military service.

Section 12.8 Transfers from Department

- (a) Any employee may be temporarily transferred from one department to another and from one job title to another within a department when vacancies or requirements of work as determined by management require such transfers; provided, however, that if

the job to which such employee is transferred pays a higher rate of pay than the employee's scheduled employment, then such employee shall receive such higher rate during the time employed in such higher rated job.

- (b) When it is necessary to temporarily transfer an employee, the Employer shall first seek previously trained volunteers. If no one who is previously trained volunteers, the Employer shall temporarily transfer the least senior previously trained employee.
- (c) No employee may be permanently transferred without such employee's consent. However, when such transfer occurs and the employee accepts the transfer they shall bring their current department seniority with them to their new department. Such permanently transferred employee, however, for the first one hundred seventy-three (173) hours of employment in the new department shall be considered a temporary employee on probation in such department and during such one hundred seventy-three (173) hours' period, at such employee's own request, such employee may be transferred to the employee's original department, or if such employee is not qualified, the Employer may retransfer such employee to his/her original department, and if so retransferred to the employee's original department, such employee shall be restored with full seniority and pay in such employee's former position if available in the old department. If their former position is no longer available the affected employee may use their seniority to displace a less senior employee in the original department whose position they are qualified to perform. If any employee is retransferred to his/her original department at his/her own request, such employee may not apply for a transfer for one (1) year thereafter.

Section 12.9 Seniority Grievances

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

Section 12.10 Illness

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

Section 12.11 Layoff, Recall and Temporary Reduction

- (a) Permanent Layoff and Recall In the event it becomes necessary to reduce the number of employees within a given job title, **the hospital will first seek volunteers. If there are not enough volunteers to satisfy the necessary reduction**, then the person with the least bargaining unit seniority within the job title in the affected department shall be first to be laid off. Any person so laid off shall have the following options:
 - (1) Bump back into any previously held bargaining unit position which they meet the minimum qualifications of and can perform the essential functions within 1 week of training, provided there are employees with less bargaining unit seniority who have the same or less FTE than the employee bumping.

(2) If the employee chooses not to bump into a bargaining unit position previously held or if the employee has not held a previous bargaining unit position, then the employee may bump any employee with less bargaining unit seniority and equal or less FTE provided that the employee meets the minimum qualifications of the position and that the employee is able to perform all essential functions of the position with 1 week of training.

Employees are allowed only 1 bump under this section unless there is a new qualifying event (a bumped employee gets subsequently bumped by a more senior employee).

(3) Elect an open bargaining unit position that has been posted provided that the Employee meets the minimum qualifications of the position and the posting period has expired and no qualified employee more senior than the affected employee has applied for the position.

(4) Accept layoff. Recall shall be in **seniority** order. During such period as bargaining unit members are on layoff or reduced hours status, the Hospital will not replace such employees with temporary, casual or fill-in employees without first offering available work to the laid off or reduced hours bargaining unit members.

(b) Temporary/Low-Need Days: The imposition of these days is not necessarily a prerequisite to layoffs. The Department Director determines that the decreased need is temporary.

(1) The employees in a department or job title willing to volunteer for days off shall sign up indicating such willingness.

(2) In reducing staff, due to diminished number of needed available hours, the Hospital will first use volunteers in the department and job title affected. Those who volunteer, may, at their option take time off as paid days (personal holidays or vacation/PTO). An employee may volunteer to take the time off as unpaid time.

(3) If further reductions are necessary, the Director will assign low-need days first to flex positions as defined in Section 14.2 (g). If further reductions are necessary they will occur in reverse order of bargaining unit seniority in the affected department to the employees who are working that day.

(4) The Director ensures that employees assigned low-need days are given credit toward all benefits and seniority. A record of the low-need days taken shall be kept by the Hospital.

(5) Workers who have been assigned low-need days are given the opportunity to make up work hours lost if the work becomes available. The Director will refrain from expanded scheduling of casual, temporary or fill-in employees outside the bargaining unit without first offering available work to reduced bargaining unit members in order of bargaining unit seniority. It is understood that the Hospital will deal with bargaining unit and non-bargaining unit members on the basis of equity, fairness, and parity on the imposition of low-need days.

(6) Employees shall have no more than six (6) low-need days each contract year whether voluntary or involuntary.

Section 12.12 Leave of Absence for Union Officers

Employees, not exceeding three (3) in number at any one given time, will be given reasonable leaves of absence to attend Union conventions or business meetings outside of the city of Duluth, and in the sole discretion of management may be given such leaves of absence for the attendance of Union business or affairs in the city of Duluth, as management may deem reasonable or proper. Negotiation of this contract shall not be encumbered by the above limitations.

ARTICLE 13 GRIEVANCE PROCEDURE

Section 13.1

Any dispute or controversy involving the interpretation or application of any of the terms or provisions of the Agreement shall be submitted for settlement under the grievance procedure as herein provided:

Step 1. Any employee who believes that the Hospital has violated any of the terms or conditions of this contract shall promptly take the complaint to the Department Director or designee and attempt to resolve the complaint. No complaint will be considered unless it is brought to the attention of the Department Director, or designee, within seven (7) calendar days of its alleged occurrence, except complaints related to pay shall be brought to the Department Director, or designee, within seven (7) calendar days of the payday for the pay period in which the alleged problem occurred. The employee may have a Union Representative present at this step.

Step 2. If the employee and Department Director, 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 fourteen (14) 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.

Step 3. Mediation (Optional): 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.

Step 4. If the 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. If, within 10 business days after receipt of this notice the parties do not agree on the designation of a neutral arbitrator, then either party may request the Federal Mediation and Conciliation Service to provide a panel of seven (7) neutral arbitrators. At the request of the Union or Hospital, the arbitrator shall be selected from this panel by alternately striking the names until (1) name remains. The decision of the arbitrator or board of arbitration shall be made within a reasonable time after the conclusion of 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.

All of the time limitations specified in this grievance procedure are mandatory unless extended by written agreement of the parties.

Section 13.2

Each party shall be responsible for compensating the arbitrator of its choice. The remuneration and expenses of the arbitrator or the impartial chairperson of the board of arbitrators and costs of the hearing room shall be borne equally by the parties.

Section 13.3

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 14 HOURS AND WAGES

Section 14.1

- (a) Hours: Eight (8) hours in any one day and eighty (80) hours worked in any one pay period shall constitute the normal work day and the normal two-week work period, respectively. Any hours worked in excess of eight (8) per day or eighty (80) per pay period shall be considered overtime hours and compensated for at overtime pay (one and one-half times the regular rate of the job), except as established in Section 14.2 (e) regarding Flexible Scheduling. All PTO, vacation time, Holiday time (alternate day pay) and sick leave, shall not be considered time worked for overtime purposes. All worked hours and use of earned benefit hours will be counted towards accrued benefits or benefit eligibility.
- (b) St. Luke's Hospital will attempt to offer extra available hours to UFCW members first as outlined herein. An attempt consists of placing a telephone call to the employees last known home phone number.

If the extra available hours are less than 2, the hours will first be offered to the most senior qualified employee within the department who is currently working and can accept the hours without incurring overtime. If not filled, qualified employees within the

department scheduled to work that day who can accept the extra hours without incurring overtime will be called in order of bargaining unit seniority and offered the hours.

If 2 or more extra hours are available, then the employer will attempt to contact all qualified employees within the department by bargaining unit seniority who can accept the hours without incurring overtime until the hours are filled.

If the extra available hours are unable to be filled without incurring overtime, the overtime hours will be offered to qualified employees within the department by bargaining unit seniority.

Due to special staffing circumstances in Nursing Services, NA's are exempted from the process identified above (14.1 (b)).

Section 14.2 Schedules

- (a) Employees will not be scheduled for more than seven (7) consecutive days of employment, unless such employees shall be paid at overtime rates (one and one-half (1½) times the regular rate of the job) for all consecutive days worked in excess of the foregoing limitations. Days voluntarily picked up and or worked will not count as consecutive days scheduled for the purpose of this section. Unless an employee and manager mutually agree otherwise, The Hospital will provide in such schedule two (2) consecutive days of rest if the maximum number of consecutive days of work are scheduled, as above provided, or will pay overtime for consecutive days of work exceeding the above limitation.
- (b) The Hospital will as far as practicable arrange the working schedules so that the employees will have two (2) consecutive days off unless an employee and manager mutually agree otherwise. Determination of starting time of the daily and weekly work schedules shall be made by the Hospital; provided, however that indiscriminate changes will not be made in such schedules solely for the purpose of avoiding overtime. The Hospital will make known to the Union as far in advance as possible any changes in such schedules. Employees shall be entitled to a schedule of at least every third weekend off, such weekend to consist of Saturday and Sunday. The Employer will make a concerted effort to fill open and available weekend shifts. Insofar as practicable without incurring additional labor costs, the Hospital will schedule all employees who are members of the UFCW Bargaining Unit so as to provide for every other weekend off; such weekends off will consist of Saturday and Sunday. However, those employees hired to work every weekend shall continue to work every weekend.

In the event a Bargaining Unit member is scheduled two (2) weekends out of three (3), the least senior qualified employee in each department (when the need arises) will be scheduled in a rotating sequence by inverse bargaining unit seniority, that starts over every two (2) months. In the event the least senior qualified employee in the rotation would end up with a schedule of three (3) weekends in a row, it would not be a violation of any other agreements contained in this agreement and the employee would stay in their normal rotation of weekends. Employees who end up working three (3) weekends in a row (the exception, not the rule) would have first right to an extra weekend off when the Employer has adequate staff to cover the needs of the Hospital, and without interfering with other employees' normal rotations.

The Hospital will as far as practicable allow employees at least **eleven and one-half (11 ½)** hours off between shifts. All full-time employees shall have regular scheduled days off and a specific starting time.

- (c) Such schedules and the designation of the normal work day or the normal two-week period is intended only to provide for the calculation of overtime and shall under no circumstances be construed as a guarantee of hours worked per day or hours worked per two-week period.
- (d) The Union and the Hospital recognize that it is desirable to provide a reasonable amount of advance notice of the employee's work schedule. The Hospital will provide advance notice (posting) of work schedules with a minimum advance notice of two (2) weeks. Once posted, the schedule can only be modified by agreement between the employee and employer, except in situations which would otherwise deprive patients of care.
- (e) Flexible Scheduling: The Hospital and an individual employee may agree upon work schedules providing for work in excess of eight (8) hours per day. Work schedules established pursuant to the provisions of this Section shall be subject to the following conditions:
- (f) Scheduling Exceptions. Exceptions to these principles of scheduling may be made by agreement between the Hospital and the individual concerned or in unusual situations where a variation is required to avoid depriving patients of needed care.
 - 1) 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 above in this Section.

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 when the scheduled work day is 8 hours or more. However, if the scheduled work day is less than 8 hours then an employee is not paid time and one-half (1½) for time worked in excess of his/her scheduled work day unless the total hours worked for the week exceed 40 hours.

- 2) An employee shall have the opportunity to review the alternate work schedule or schedules being considered prior to volunteering for flexible work schedules. The employee may limit agreement to specific types of flexible schedules. The Hospital shall retain written documentation that an employee has agreed to a flexible work schedule and of the type of flexible schedule to which the employee has agreed. The employee shall be provided with a copy of this documentation. An employee electing to work schedules under this Section may revoke such election by giving the Hospital written notice of at least four (4) weeks prior to the effective date of the Hospital's next posted schedule of work hours; provided, however, that in no event shall more than six (6) weeks' notice of revocation be required. The Hospital may also revoke flexible schedules upon the same basis as the employee. However, Flexible Scheduling positions that are filled through the usual posting procedure may not be rescinded by the employee without the Hospital's approval.

- 3) Sick leave shall be earned at the rate proportionate to that for employees who are not working a flexible schedule. Sick pay will be paid for the total scheduled hours lost and shall be deducted from accumulated sick leave at the same rate.

PTO/Vacation shall accrue at the rate proportionate to that for employees not working a flexible schedule and shall be granted in a manner to provide the employee an equal amount of calendar time off as provided for those employees not working a flexible schedule.

Full-time employees selecting to work a flexible schedule shall receive eight (8) hours' holiday pay for each of the holidays specified in this Agreement.

- 4) Flexible schedules established through mutual agreement pursuant to this Section shall not be posted under the provisions of Section 12.6 of this Agreement. Departmental seniority shall prevail in cases where there are more volunteers than vacant positions.
- 5) The Hospital shall not discriminate against any employee on the basis that they desire or decline to work flexible schedules.

- (f) If, in response to a snow/ice emergency beyond the Hospital's control, it becomes necessary to call in employees in the job classification of Maintenance Attendant for hours not previously scheduled in response to such circumstances, these hours worked will not be considered as scheduled hours. Any such hours worked in excess of eight (8) hours in a day or eighty (80) hours per pay period shall be compensated in the following manner: Paid at overtime rates of one and one-half (1½) times the employee's regular rate of pay. A Maintenance Attendant called back to the Hospital for the aforementioned reasons shall be paid a minimum of four (4) hours at the overtime rate. Employees called back are allowed to leave the Hospital upon completion of the task without a requirement to work the duration or the minimum hours paid.

If the duration of the work requires the employee to work more than four (4) hours (at the direction of the supervisor), a bonus of fifty dollars (\$50.00) shall be paid in addition to the appropriate overtime rate for all hours worked. The terms of this section shall not apply to employees within the unscheduled employment condition who are called in, or replacement shifts added or offered for hours previously scheduled.

- (g) Flexible FTE Positions The following guidelines are applicable for Flexible Positions:
- Flexible staffing positions will have a designated flexible range of not more than .40 FTE (e.g. .4-.8, .2-.4, etc.).
 - Flexible staffing positions will be designated as such at the time of posting.
 - The usual terms and conditions for posting and filling of vacancies in accordance with Section 12.6, Vacancies, shall apply.
 - The Hospital will maintain the benefits of such positions at a level equivalent to the highest FTE status of the range. However, certain of those benefits are based upon hours actually worked (i.e., vacation, sick leave).
 - Bargaining Unit membership shall be determined by the highest FTE level of the position.

- Each pay period, employees in such positions will be initially scheduled for the highest FTE status of the range.
- In circumstances of low need, voluntary requests will be accepted prior to “flexing down” the scheduled shifts of such flexible positions.
- If subsequent staffing reductions are necessary, employees in flexible positions will be notified not to report for a specific shift or shifts.
- Any reduction for hours worked that are below the lowest FTE of such flexible staffing positions will be accomplished in accordance with Section 12.11, low need days.
- The Hospital agrees that the maximum number of Flexible FTE positions will be determined by 10% of the bargaining unit FTEs (i.e., 120 bargaining unit FTEs = maximum of 12 flexible staffing positions).

Should the Union develop concerns about the number of flex positions being created that are not benefit eligible, the Union and Hospital will meet to discuss such concerns. If the Union is not satisfied with the explanation, future flex position will not be created. However, the incumbent(s) in the positions already existing will remain in their position(s) and when the incumbent leaves the position; the flex position will be eliminated.

Section 14.3 Wages

- (a) Effective April 1, 2021, all employees working for the Hospital and covered by this contract will be paid for the hours worked during the period of this contract in accordance with the wage schedule hereunto attached and marked “Exhibit A.”

However, upon hire employees may receive up to the 60 month (10,400 hr) wage step for experience credit in their initial wage determination based upon related experience as determined by the Hospital based upon information provided on the application for employment. The experience credit awarded is for the purpose of wage calculation only and shall have no effect on the terms or conditions of Article 12 Section 12.4 (Probationary Employees).

Employees who move into a Nursing Assistant job classification are paid at least the minimum of the Nursing Assistant wage chart. However, if the employee’s rate of pay would decrease moving to a Nursing Assistant, after considering any applicable Nursing Assistant experience credit, then their current non-Nursing Assistant pay will be frozen until after the employee has worked 2,080 hours as a Nursing Assistant. At that time the employee’s pay will increase to the step in grade IV that is closest to the employee’s frozen rate of pay.

- (b) If an employee has a total absence of more than five (5) consecutive working days because of disability or illness during the probationary period, the automatic increase from the probationary rate to the starting rate will be withheld until the employee works five hundred twenty (520) hours, or six (6) calendar months, whichever is less.

- (c) Employees shall receive the length-of-service increments in Exhibit A for credited hours of work as follows:

<u>Probation/Start Rate</u>	<u>Upon Hire</u>
12 Month Rate	2,080 Hours
24 Month Rate	4,160 Hours
36 Month Rate	6,240 Hours
48 Month Rate	8,320 Hours
60 Month Rate	10,400 Hours
120 Month Rate	20,800 Hours
180 Month Rate	31,200 Hours
240 Month Rate	41,600 Hours

- (d) Overtime or 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 premium rates under one provision, they shall not be counted as overtime or premium hours worked under any other provision. This provision shall be construed so that premium or overtime pay shall not be permitted or duplicated for the same hours worked.

Section 14.4 Shift Differential

Any employee, excluding probationary employees, under the provisions of this contract, and who shall thereafter be assigned to work a shift which starts at or after 1:30 P.M. and terminates at or before 7:00 A.M. or at the end of the shift for employees working flexible schedules (14.2 [c]), shall receive a premium pay of eighty-five cents (\$.85) per hour for all hours worked during such shift. Employees working shifts which start prior to 1:30 p.m. and terminate at or after 7:00 P.M. shall receive the same eighty-five cents (\$.85) per hour premium for all hours worked after 3:00 P.M. Employees working night shifts shall receive ninety-five cents (\$.95) per hour for all hours worked between 11:00 P.M. and 7:00 A.M. Shifts having a minimum of three (3) hours worked during the 11:00 P.M. and 7:00 A.M. time period shall be considered night shifts.

The same basic premium of eighty-five cents (\$.85) or ninety-five cents (\$.95) per hour or the appropriate portion thereof will continue to be paid for overtime worked by such employee beyond the scheduled termination of such premium shift. For shifts ending at 7:30 A.M., there shall be shift differential pay up to 7:30 A.M.

Section 14.5 Off Premises, On-Call Pay

St. Luke's policy regarding On-Call provides guidance for all staff who are On-Call. Staff who are On-Call and called back to work have a response time of **45** minutes to report for work. Employees that are on-call but off of the premises, shall receive the state or federal minimum wage, whichever is greater, **up to a maximum of \$10.08**. Employees shall receive a minimum of four (4) hours pay when called back to work. Hours paid toward the minimum call back that are not worked shall not be counted as time worked or for accrual calculations if the employee is allowed to leave before the minimum is reached. Hours spent on-call but not called in to work, unless such on-call time requires the employee to remain on premise, are not included in benefits calculations or counted as time worked for overtime purposes.

Section 14.6 Weekend Bonus

Employees working more than every other weekend shifts, or more weekend shifts than scheduled, shall receive a fifty dollar (\$50.00) per shift bonus for each eight (8) hour shift. The fifty dollar (\$50.00) bonus shall be prorated for less than eight (8) hour shifts. This provision shall apply to shifts worked between 3:00 P.M. Friday and 11:00 P.M. Sunday. This premium pay shall not apply if the scheduling of the extra regular weekend shift or shifts is at the employee's request; however, volunteering to work an additional open shift needing to be filled by the Employer, shall not be considered as at the employee's request. (Note: part time laundry employees need to reference the letter of understanding attached to the back of this agreement).

Section 14.7 Team Positions

(a) Lead Worker Position

The Hospital may periodically utilize Lead Workers to assume temporary supervisory authority in the absence of supervisory personnel.

Lead Worker positions are temporary and are used solely at the discretion of the Hospital. Employees assigned Lead Worker responsibilities will receive an \$0.85 cent per hour differential for all hours in which they perform the duties of a Lead Worker.

Employees interested in Lead Worker assignments should let their interest be known to their supervisor. Management shall select individuals for temporary Lead Worker assignments based upon their availability, communication skills, versatility and other factors. Such lead Work assignments may vary between individuals at the Hospital's discretion. The acceptance of Lead Worker responsibilities is voluntary.

(b) Team Leaders

The Hospital may utilize the position of Team Leader in any department where teams have been developed.

Those employees selected as Team Leaders will be paid a differential of \$0.75 cents per hour for all hours worked so long as they continue to be a Team Leader.

The Team Leader position is to be considered a permanent position (not an assignment) so long as teams are being utilized. The Team Leader will be responsible for existing job duties as well as providing task direction to co-workers on a day to day basis and may assume the responsibility of Lead Worker if necessary. Team Leaders shall receive training as needed and determined by the Hospital.

Team Leader positions shall be posted in their respective departments only. The selection will be made based first upon qualifications and then upon departmental seniority as determined by the Hospital. Acceptance of a Team Leader position on the part of an employee is strictly voluntary. Team Leaders may be removed for failure to meet the standards or expectations of Team Leaders as set by the Department Manager. The Department Managers must consider team input in making Team Leader decisions.

Lead Workers differ from Team Leaders in that Lead Workers "step in" as supervisor when a supervisor is not present. Team Leaders and Lead Workers do not have the authority to discipline.

Section 14.8 Endoscopy NA Differential

All Nursing Assistants working in Endoscopy shall receive a \$0.75 per hour differential for hours worked. The employer agrees that it will ensure that this provision is in full compliance with the FLSA and all MN state laws applying to the calculation of over time.

Section 14.9 Cleaning Attendant Differential

All employees assigned to complete birthing center instrument cleaning, occupied patient room and discharge cleaning shall receive a \$0.50 per hour differential for such hours worked performing these functions. The employer agrees that it will ensure that this provision is in full compliance with the FLSA and all MN state laws applying to the calculation of over time.

Section 14.10 Market Differential

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.

Section 14.11 High Census Bonus

This High Census Bonus (Section 14.11) is suspended through March 31, 2024 and is replaced with a Critical Need Bonus (CNB) as outlined in the Letter of Understanding found on page 44 in this c.b.a

~~Nursing Assistants shall receive an additional four (\$4) dollars per hour for working an extra shift (not simply a different shift) of four (4) hours or more when that additional shift was offered to the Nursing Assistant as a high census shift, as defined by the hospital, and that additional shift was offered and accepted four (4) hours or less before the start of the extra shift.~~

Section 14.12 Preceptor Pay

Preceptor pay: Nursing Assistant who are designated as preceptors, upon completion of a formalized preceptor program as established by St. Luke's, will receive preceptor pay of seventy-five cents (\$.75) per hour for time spent precepting as assigned by Nursing Management.

ARTICLE 15 JURY DUTY

Section 15.1

Employees regularly scheduled for twenty-four (24) or more hours of work per week who serve on jury duty shall be paid for actual hours worked for the Hospital. If this pay, together with the jury duty pay does not equal the employee's regular pay for a pay period; the Hospital will make up the difference, provided the employee works such hours as available when excused from the jury. In any event a full-time employee who serves in excess of two (2) hours in any one (1) day on jury duty shall not be required to work a day, afternoon, or night shift, provided that any employee reporting for jury duty who is released within two (2) hours of the time of reporting shall be required to return to work and complete the remainder of the day shift or, if regularly scheduled to work an afternoon or night shift, report to work for the entire afternoon or night shift as scheduled. An employee receiving full pay from the Hospital while serving on a jury will retain the jury duty pay received from the court for the period served on the jury. The Hospital's obligation to pay an employee for jury duty is limited to one (1) four (4) week period of any contract year. The employee shall advise the Hospital when the employee receives notice to report for jury duty. Based upon its needs, the Hospital may ask that the employee be excused from the jury duty.

ARTICLE 16 ANNUAL EDUCATION & EDUCATION REIMBURSEMENT PROGRAM

Section 16.1

Employees are responsible for assuring they have their Hospital required education completed prior to the deadline. If an employee is having difficulty completing the required education the employee is responsible to notify their supervisor and the supervisor will collaborate with the employee to complete the required education.

UFCW bargaining unit members shall be eligible to participate in the Employer's Education Reimbursement program under the terms and conditions of Policy E-5, however, at no time shall the maximum benefit available be less than seven hundred and fifty dollars (\$750.00) per calendar year. Changes to this policy shall be promptly communicated to the UFCW #1189 and posted by the hospital in appropriate areas.

ARTICLE 17 PROHIBITION OF STRIKE AND LOCKOUTS

Section 17.1

The Union agrees that during the term of this Agreement there shall be no strikes (economic, unfair labor practice, or otherwise), picketing, stoppages, or slowdown of work by the Union or any of its members, and the Hospital agrees that during the term of this Agreement there shall be no lockouts by the Hospital. The provisions of this Article shall be in full force and effect through March 31st, **2024**.

ARTICLE 18 LABOR MANAGEMENT MEETING

Section 18.1

The Hospital and those employees of the Hospital represented by Local 1189 of the United Food and Commercial Workers Union agree there is a common advantage for labor and management to meet. During the period of this agreement and when we agree that the circumstances warrant, we will meet and exchange information and discuss matters of mutual interest. We have agreed to structure the Labor-Management meeting by using the structured training program, of either Federal Mediation and Conciliation Service or the Lake Superior Area Labor Management Association. These meetings shall continue by mutual agreement, and either party upon written notice with reasons stated may discontinue, should one party send notice to the other, the other party may request and shall be granted a meeting to review and discuss the reasons as stated in the notice.

ARTICLE 19 TERMINATION OF CONTRACT

Section 19.1

This contract, effective as of April 1st, **2021** shall continue in full force and effect through March 31st, **2024** and shall continue in full force and effect from year to year thereafter, provided that on ninety (90) days' written notice given prior to the 31st day of March **2024**, or ninety (90) days' written notice given prior to the 31st day of March, 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 and all of the provisions thereof, which notice shall specify the provisions of the contract to be amended, terminated or otherwise changed.

In the event the parties are unable to reach agreement as to the terms of a succeeding Labor Agreement, any unsettled issue shall, upon the request of either party, be submitted to the determination of an Arbitrator, whose determination shall be final and binding upon the parties. The request for submission to arbitration may be made by either party at any time during collective bargaining, but the parties are free to continue to bargain during the period pending arbitration and the arbitrator's decision. The parties shall cooperate in selecting arbitrators and proceeding to hearing with dispatch, and either party may invoke the provisions of the Minnesota Arbitration Act if the other delays in selecting an arbitrator or proceeding with the arbitration process. The parties recognize that the arbitrator will not be given power to add to or vary from the previously written contract, however, the parties expect the arbitrator to supply agreement and language of agreement in those proposals where the parties themselves have been unable to come to express agreement.

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. The provisions of Article 17 (No Strike – No Lockout) shall apply during the extension periods of this contract, during periods of arbitration and during periods that this contract shall remain in force as amended by arbitration.

The arbitration panel in rendering its decision shall incorporate therein a provision that this arbitration clause (Article 19) with suitable amendment as to applicable date, shall be a part of the contract to take effect on **March 31st, 2024**, or such subsequent date as the next contract shall go into effect.

IN WITNESS WHEREOF, the parties have executed this amended

Agreement this 23rd day of July, 2021.

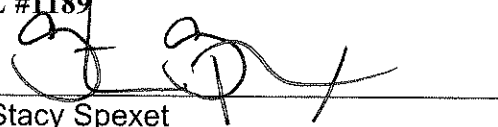
ST. LUKE'S HOSPITAL OF DULUTH

By


Eric Lohn
Co-President & CEO, VP & Chief Financial Officer

**UNITED FOOD AND COMMERCIAL WORKERS UNION
LOCAL #1189**

By


Stacy Spexet
Union Representative

**Letter of Understanding
By and Between
St. Luke's Hospital and UFCW Local 1189
Regarding Instrument Processing Specialist (Certified)**

During the course of negotiating the 2008 – 2011 Labor Agreement, the parties agreed to add an Instrument Processing Specialist level designated as "certified" to pay grade 4. It was agreed that:

- Employees in the Instrument Processing Specialist "certified" title at pay grade 4 must have the Certified Registered Central Service Technician (CRCST) certification required for SPD Attendants.
- Certification is optional for those Instrument Processing Specialists in pay grade 3.
- Program costs for current bargaining unit employees to obtain this certification will be paid by the hospital.
- Once certified, the Instrument Processing Specialist will move from pay grade 3 to pay grade 4.
- Because this is voluntary, only the "Additional Compensation" portion of the SPD Certification Program Letter of Understanding applies to the Instrument Processing certification. The \$440 provided in number 11 of the Letter will be paid upon successful completion of the certification and the \$.50 per hour provided in number 12 will begin once the final examination is passed.

For the UFCW Local 1189:

Signature

Date

For St. Luke's Hospital:

Signature

Date

**Letter of Understanding
By and Between
St. Luke's Hospital, Duluth
And UFCW Local 1189
Regarding SPD Certification Program**

During the course of negotiating the 2005-2008 Labor Agreement, the parties agreed to include a Letter of Understanding regarding the SPD Certification program as a part of the Labor Agreement. The applicable certification is the Certified Registered Central Service Technician (CRCST). The agreement is as follows:

Outline of Certification Program:

1. The CRCST certification program is a formal self-study program created by and offered through the Continuing Education Division of Purdue University.
2. The program is specific to SPD Attendant daily duties and required knowledge and skills and is intended to aide the employee, especially employees new to the SPD Attendant role, with their knowledge and skills development and orientation to the day to day of an SPD Attendant.
3. SPD Attendants will have 12 months from the issuance of their training materials to complete this self-study program but may complete the program sooner. A one-time extension of up to 6 months is allowed for an additional cost and will be granted if, at the time the extension request is made, the employee has successfully completed, (score of at least 65%) all Progress Tests, otherwise no extension will be granted. The program requires that the extension request be in writing and submitted the same month the course expires.
4. The program consists of several modules/assignments and certification is achieved after completing the necessary "Progress Tests" and passing the final examination. Employees will be allowed study time during their scheduled shift.
5. There is no established minimum score necessary to pass the Progress Tests. Progress Tests are taken once and not retaken regardless of the score.
6. The pass score for the final examination is 70% or higher. If the score is less than 70%, the final examination can be retaken one time. Failing a second time will require re-entry in to the program to achieve the CRCST certification.
7. SPD Attendants who have completed their probation period are eligible.

Eligibility:

8. SPD Attendants on staff in the SPD Department prior to the implementation of the program are anticipated to participate in the program, but it will not be condition of their continued employment.
9. SPD Attendants hired in the SPD Department after implementation of the program must complete the certification program within 12 months of completing their probationary period, or up to 18 months if an extension has been granted. An employee who fails to attain the certification will be considered unqualified for the SPD Attendant position and will be laid off pursuant to Section 12.11 (a) of the Labor Agreement.
10. The department manager will monitor each employee's progress throughout the 12 months and coach and forewarn any employee who the manager believes might not pass.

Additional Compensation:

11. The SPD Attendant will receive a \$110.00 lump-sum bonus (subject to applicable withholding and taxes) after completing each of the four (4) Progress Tests with a score of 65% or higher (total available is \$440). (Should the number of required Progress Tests change; the lump-sum amount will change so the total available continues to be \$440.)
12. Upon achieving the CRCST certification, the employee will receive a \$.50 per hour certification pay for hours worked as an SPD Attendant.

St. Luke's Hospital and the UFCW agree to the terms and conditions specified above:

12/9/2004
Steve Gilbertson – Union Representative
UFCW 1189

11/10/2004
David Lucia, HR Director
St Luke's Hospital & Regional Treatment Center

**Letter of Understanding
By and Between
The United Food and Commercial Workers Union
Local 1189 and
St. Luke's Hospital & Regional Treatment Center
Regarding Float Positions**

During the course of negotiating the 2008 – 2011 Labor Agreement, the parties agreed to extend the Float Positions Letter of Understanding as follows:

Whereas the parties have developed and are using the positions of flexible/float pool on a trial basis the parties agree to the following:

1. The Hospital may initiate a trial period and the parties shall meet at either parties request during such trial period, or any mutually agreed upon extension thereof, to confer on how the position is working and/or not working.
2. Should either parties wish to discontinue the positions at the end of the trial period they must notify the other parties in writing and stating their reasons for such discontinuance.
3. Unless it is a mutual agreement to discontinue the flexible/float position the party receiving the notice may ask for and shall be granted a meeting to talk about the other parties notice to discontinue. Following such discussion, should the parties fail to agree, it is understood that nothing in this letter shall limit St. Luke's in its ability to implement such new position in accordance with Section 2.3 of this Agreement.
4. Should the parties agree to make the flexible/float position a permanent position it shall be done in writing, and become attached to the current collective bargaining agreement between the parties and remain so for the life of that agreement.

Additionally, one of the benefits to the hospital of the float position is the increased number of individuals who are cross trained/qualified for a variety of positions. We originally structured the Float Pool so that Laundry, Housekeeping and Nutrition Services would be "home departments" for float employees. We later agreed to use only the Laundry Department as the home department for float employees. The question has now come up regarding the ability of a float employee to apply for vacant positions outside their home department. (Laundry) The Union and Hospital agree that if the float employee satisfied the following criteria, then the float employee will, for the purpose of selecting the candidate for the vacant positions, be considered an employee for the department in which the vacancy occurs and selection will be made as set forth in Section 12.6 (Posting Vacancies) of our Labor Agreement:

1. The float employee must be cross trained/qualified to perform the position being posted, as determined by management with disputes subject to the grievance process outlined in Article 13, and
2. The total time the employee has been in the float position must exceed the departmental seniority of other candidates from the department in which the vacancy occurs.

FOR UFCW 1189

NAME Lane Harstad

TITLE President

DATE 4/15/2005

FOR ST. LUKE'S

NAME John Strange

TITLE President/CEO

DATE 4/15/2005

**Letter of Understanding By and Between
St. Luke's and UFCW Local 1189
Regarding: Laundry Weekend Schedules**

During the negotiations for the 2005-2008 contract, the parties discussed the weekend scheduling in the laundry.

The parties agreed that current part-time Laundry employees will be regularly scheduled to work 2 out of 3 weekends. If an employee works a 3rd weekend in a row, weekend bonus will be paid for shifts worked the 3rd weekend only. For instance:

- Weekend 1 – scheduled and worked Saturday and Sunday
- Weekend 2 – scheduled and worked Saturday and Sunday
- Weekend 3 – Not scheduled, agreed to fill in for sick call Sunday – BONUS PAID
- Weekend 4 – scheduled and worked Saturday and Sunday – No bonus paid

Employees with a 1.0 FTE on or before 4/1/02 will be "grandfathered" to their weekend rotation of working 1 weekend in 8 through December 31st, 2011. Beginning January 1st, 2012, staff will no longer be grandfathered and will work 2 out of 3 weekends as stated above.

All new hires or transfers to the Laundry Department will work the weekend rotation according to the posting.

FOR THE UFCW

Name Lane Harstad

Title President

Date 4/15/2005

FOR ST. LUKE'S

Name John Strange

Title President/CEO

Date 4/15/2005

**Letter of Understanding By and Between
St. Luke's and UFCW Local 1189
Regarding 10 or 12 Hour Shifts**

During the negotiations for the 2005-2008 contract, the parties discussed the creation of 10 or 12 hour shifts in a fashion that would allow the Hospital to create and post positions which have shifts longer than 8 hours in duration. The parties agreed that prior to the creation of such shifts, the matter will be brought by the Hospital to the Labor Management Committee for discussion.

The parties further agreed that should such a position be created, the following standards will apply:

The program will be brought to the Labor Management Committee as a pilot and will be reevaluated by the Hospital, with a corresponding update to the union, on a regular basis.

All 10 or 12 hour positions will be governed by a 40 hour overtime standard.

Shift differential will not be altered by the creation of 10 or 12 hour shifts.

Vacation, sick and holiday pay will be applied in the same fashion as employees not working 10 or 12 hour shifts.

FOR THE UFCW

Name Lane Harstad

Title President

Date 4/15/2005

FOR ST. LUKE'S

Name John Strange

Title President/CEO

Date 4/15/2005

**Letter of Understanding By and Between
St. Luke's and UFCW Local 1189
Regarding: Critical Need Bonus**

This High Census Bonus (Section 14.11) is suspended through March 31, 2024 and is replaced with a Critical Need Bonus (CNB) as outlined in this Letter of Understanding found in this c.b.a

Letter of Understanding:

During the course of the 2021 contract renewal the parties discussed and agreed that there may be times when management may designate a specific shift, to be filled within 48 hours, as eligible for a Critical Need Bonus (CNB). In such a circumstance, a CNB would be offered and awarded according to Section 14.1 (b) of the collective bargaining agreement (CBA).

- The Critical Need Bonus (CNB) amount shall be \$50.00 per 8 hour shift, pro-rated for a shift that is longer or less than 8 hours.
- The minimum increment of work to receive the bonus is 4 hours.
- Casual staff or staff with an FTE of less than .30 must work at least a .30 FTE in a pay period to be eligible for the CNB for shifts worked beyond the minimum .30 FTE.
- In order to qualify for a CNB, it will be explicitly offered to the employee at the time the shift is offered out by Management, Staffing Office, or Management designee.
- A critical need shift will first be filled by awarding it to staff who can work the shift at the regular straight time rate of pay.
- Overtime, differentials and the weekend bonus, if applicable, are paid on top of the CNB.
- The CNB will be evaluated on a pay period basis to ensure the CNB shift was worked.
- Traded or bargained shifts are not eligible for bonus.
- The CNB shift may be declared and offered up to 48 hours before the shift is to start.
- Employees who pick up a CNB shift must work all scheduled shifts in the pay period to receive the bonus. Ill calls or short notice vacation/PTO will result in removal of the bonus in that pay period unless an equivalent number of shift are picked up in the same pay period.

The Critical Need Bonus and this Letter of Understanding will sunset on March 31, 2024 or the expiration of this contract, whichever is later. This Letter of Understanding will replace Section 14.11 until such time that it sunsets.

FOR THE UFCW

Name Stacy Spexet

Title Union Representative

Date 5/27/2021

FOR ST. LUKE'S

Name Shawn Burns

Title HR Supervisor

Date 5/27/2021

Exhibit A: 2021 - 2023 UFCW Wage Chart

Effective on Pay Period After:	12 MOS (2,080 Hrs)	24 MOS (4,160 Hrs)	36 MOS (6,240 Hrs)	48 MOS (8,320 Hrs)	60 MOS (10,400 Hrs)	120 MOS (20,800 Hrs)	180 MOS (31,200 Hrs)	20 YRS (41,600 Hrs)	Start Rate	
									1st PP after Rat	
IV										
Nursing Assistant	\$15.07	\$17.37	\$18.24	\$19.29	\$19.99	\$21.23	\$21.99	\$22.62	\$23.79	
Nursing Assistant-Endoscopy	4/1/2022	\$15.41	\$17.76	\$18.65	\$19.72	\$20.44	\$21.70	\$22.48	\$23.12	\$24.32
Nursing Assistant-Emergency Dept	4/1/2023	\$15.72	\$18.12	\$19.02	\$20.12	\$20.85	\$22.14	\$22.93	\$23.59	\$24.81

Effective on Pay Period After:	12 MOS (2,080 Hrs)	24 MOS (4,160 Hrs)	36 MOS (6,240 Hrs)	48 MOS (8,320 Hrs)	60 MOS (10,400 Hrs)	120 MOS (20,800 Hrs)	180 MOS (31,200 Hrs)	20 YRS (41,600 Hrs)	Start Rate	
									1st PP after Rat	
III										
Anesthesia Assistant	\$14.00	\$15.03	\$15.78	\$16.91	\$17.61	\$18.87	\$19.56	\$20.20	\$21.36	
Instrument Processing Splst-Certified	4/1/2022	\$14.32	\$15.37	\$16.14	\$17.29	\$18.00	\$19.29	\$20.00	\$20.66	\$21.84
Inventory Specialist	4/1/2023	\$14.60	\$15.68	\$16.46	\$17.64	\$18.36	\$19.68	\$20.40	\$21.07	\$22.28
Maintenance Attendant										
Room Service Attend-Pt										
Food Server										
SPD Attendant										
Stores Attendant II										
Washer-Dryer Operator										

Effective on Pay Period After:	12 MOS (2,080 Hrs)	24 MOS (4,160 Hrs)	36 MOS (6,240 Hrs)	48 MOS (8,320 Hrs)	60 MOS (10,400 Hrs)	120 MOS (20,800 Hrs)	180 MOS (31,200 Hrs)	20 YRS (41,600 Hrs)	Start Rate	
									1st PP after Rat	
II										
Cook	\$13.50	\$14.65	\$15.38	\$16.47	\$17.23	\$18.41	\$19.14	\$19.75	\$20.90	
Instrument Processing Splst	4/1/2022	\$13.80	\$14.98	\$15.73	\$16.84	\$17.62	\$18.83	\$19.57	\$20.19	\$21.37
Special Function Attendant	4/1/2023	\$14.08	\$15.28	\$16.04	\$17.18	\$17.97	\$19.20	\$19.96	\$20.60	\$21.80
Stores Attendant I										
Surgical Services Assistant										
Janitor										
Linen Porter										
Physical Rehab Services Attendant										
Radiology Assistant										
Respiratory Care Attendant										

Effective on Pay Period After:	12 MOS (2,080 Hrs)	24 MOS (4,160 Hrs)	36 MOS (6,240 Hrs)	48 MOS (8,320 Hrs)	60 MOS (10,400 Hrs)	120 MOS (20,800 Hrs)	180 MOS (31,200 Hrs)	20 YRS (41,600 Hrs)	Start Rate	
									1st PP after Rat	
I										
Cleaning Attendant	\$13.00	\$14.27	\$14.98	\$16.13	\$16.83	\$18.02	\$18.74	\$19.36	\$20.52	
Food Service Attendant	4/1/2022	\$13.29	\$14.59	\$15.32	\$16.49	\$17.21	\$18.43	\$19.16	\$19.79	\$20.98
Hospitality Services Float	4/1/2023	\$13.56	\$14.88	\$15.63	\$16.82	\$17.55	\$18.80	\$19.55	\$20.19	\$21.40
Linen Attendant										
Transportation Attendant										

INDEX

4 hour minimum	14.(5)
8/80 Standard	14.1(a)
90 days of employment	2.2
Abandonment	10.3(b)
Absence during Probationary period	14.3(b)
Alcohol, Possession or Consumption	10.2(a)
Anniversary Date	5.2(a)
Anti-pyramiding	14.3(d)
Arbitration	13.1
Arbitration Costs	13.2
Assignment Changes	12.6(b)
Attendance Standard	7.4(a)
Available Hours	14.1 (b)
Bargaining Unit Classifications	2.1
Bargaining Unit Seniority	12.1
Benefit Accrual , Low need	12.11(b)(4)
Benefit Accrual Date	12.1
Break Periods (Meal & Rest)	8.5
Bumping Rights	12.11(a)
Casual Employee	4.4, 12.5
Cause for Discipline	12.4
Changes to schedules	14.2(b)
Christmas Day	6.1(a)(b)
Cleaning Attendant Differential	14.9
Consecutive Days of Work	14.2(a)
Consecutive Days Off	14.2(b)
Consumption, Drugs or Alcohol	10.2(a)
Critical Need Bonus	14.11 (LOU)
Date of Hire	12.1
Death of Family Member	11.1(b)
Deductions from Wages	4.2
Departmental Seniority	12.1
Departments	12.3
Destruction of Property	10.2(a)
Disability	7.7, 11.1(a), 11.2A
Discharge	10.2, 12.7(b), 12.4
Discipline, Protesting	10.2(b)

Discrimination	2.6
Discrimination for Union Activities	2.5
Dishonesty	10.2(a)
Drug & Alcohol Testing	8.4
Drug, Possession or Consumption	10.2(a)
Dues	4.2
Dues Deduction	4.2 (a)(b)(c)
Education (Annual & Reimbursement)	16
Effective Date	Preamble, 19.1
Elimination of Position	2.3
Endoscopy NA Differential	14.8
Excluded Positions	2
Experience Credit upon hire	14.3(a)
Failure to Report	10.3(b)
Family Illness	11.1(b)
Fighting	10.2(a)
Filling Vacancies	12.6(a)
Flexible FTE Positions	14.2(g)
Flexible Scheduling (more than 8 hrs/day)	14.2(e)
Float Pool Positions	LoU 4/15/05
FTE Creep	12.6(c)
FTE Increases	12.6(c)
Funeral Leave	8.3
Grievance Resolution	13.3
Grievances Procedure	13
Grievances, Seniority	12.9
Guarantee of hours	14.2(c)
Health Insurance, Carrier	7.9
Health Insurance, Eligibility	7.2
Health Insurance, Termination of Union Plan	7.10
Health Insurance, Contribution Rates	7.3
High Census Bonus	14.11
Holiday	5.4(f), 6
Holiday Pay	6.1(c)(e)(g)(h)
Holiday, Absence before or after	6.1(g)
Holiday, Work Schedule	6.1(f)
Holidays Defined	6.1(a)
Hours worked	14.1(a)
Housekeeping	12.3(a)
Illness in Family	11.1(b)
Illness, Personal	11.1, 11.2A
Immunizations	8.2(4)

Indemnification	4.3
Individual Agreements	2.4
Initiation Fee	4.2(a)
Instrument Processing Specialist (Certified)	LoU (date)
Insubordination	10.2(a)
Insurance upon termination	7.6
Insurance, Coverage on Leave	11.1(d)
Interest Arbitration	19.1
Intoxication	10.2(a)
July 4 th	6.1(a)(b)
Jury Duty	15
Just Reason for Termination	10.2(a)
Labor Management Meeting	18.1
Lateral Moves	12.6(b)
Laundry	12.3(b)
Laundry Weekend Schedules	LoU 4/15/05
Layoff	12.7(e), 12.11(a)
Lead Workers	14.7(a)
Leave of Absence	11
Leave of Absence Notice	10.1
Leave of Absence, Consecutive	11.1(e)
Leave of Absence, Discretionary	11.2C
Leave of Absence, Insurance	11.1(d)
Leave of Absence, Other employment	12.7(d)
Leave of Absence, Position	11.2A4
Leave of Absence, Position Retention	11.1(e)
Leave of Absence, Probation	12.4
Leave of Absence, Vacation	5.4(e), 11.1(c)
Length of Service Increments	14.3(c)
Life Insurance	7.5
Long Term Disability	7.8
Low Need Days	12.11(b)
Management Rights	3.1
Mediation	13.1
Medical Examination	11.12A
Medical Services	8.2
Memorial Day	6.1(a)
Military Service	5.4(h), 11.1(a), 11.2(B), 12.7(f)
Missed Shift	6.1(g)
MN-Wisc Retail Food & Welfare Fund	7.1
NA Experience Credit	14.3(a)

Narcotics	10.2(a)
New Positions	2.3
New Year's Day	6.1(a)(b)
No Call, No Show	10.3(b)
Notice of Illness	10.1;10.3(a)
Notice, Upon Termination	10.3(a)
Nursing	12.3(c)
Nutrition Services	12.3(e)
On-Call	14.5
Overtime	14.1(a)
Overtime, Consecutive days	14.2(a)
P.M. Weekend Students	2.2
Part time Employees	2.2
Part-time Employees, Personal Holiday	6.1(d)(e)
Personal Holidays	6.1(d)
Personal Illness	11.1(a), 11.2A, 12.10
Personal Leave	11.1(b)
Physical Battery	10.2(a)
Physician's Excuse	7.4(a), 11.2
Pornographic materials, viewing	10.2(a)
Posting of Schedules	14.2(d)
Posting Period	12.6(a)
Posting Vacancies	12.6(a)
Preceptor Pay (Nursing Assistants)	14.12
Pre-Employment Physical	8.2(a)
Pregnancy	11.1(a), 11.2A
Preventative Medicine	8.2(6)
Probation	12.4
Probation Extension	12.4
Probation Period - Discharge	4.2
Probation, Leave of Absence	12.4
Probationary Employee Benefits	12.5
Probationary Employees, Upon entry to bargaining unit	12.1
Purpose	1
PTO	8.1
Quarterly Reports	2.2
Recall	12.7, 12.11(a)
Recognition	2
Re-Employment, Vacation Allowance	5.4(d)
Resignation	12.7(a)
Resignation, Proper Notice	5.4(a)

Resignation, Vacation Pay	5.4(a)
Re-Transfer	12.8(c)
RTW Exam	8.2(a)(3)
Safety	10.2(a)
Schedules	14.2
School Conferences/Activities	11.1(a)
Seniority Determination	12.1
Seniority List	12.2
Seniority Rating, Objections	12.2
Seniority, Illness	12.10
Seniority, Loss	12.7
Seniority, Upon Transfer	12.8(c)
Shift Differential	14.4
Sick hours usage	7.4(a)
Sick Leave	7.4
Sick Leave, Eligibility	7.4(a)
Sick Leave, Use after resignation	10.3(a)
Snow/Ice Emergency	14.2(f)
SPD Certification	LoU 12/9/04
Start times	14.2(b)
Strike and Lockout	17.1
Student Employees	2.2
Sterile Processing and Distribution	12.3(d)
Suspensions from Employment	10.2(a)
Team Leader	14.7(b)
Team Positions	14.7
Temporary Employee	4.4, 12.5
Termination	4.2
Termination	12.7
Termination of Contract	19.1
Termination of Employment, Insurance	7.6
Termination of Employment, Vacation Pay	5.4(b)
Thanksgiving Day	6.1(a)
Theft	10.2(a)
Time Limits, Grievances	13.1
Time off between shifts	14.2(b)
Transfer	12.6(b)
Transfer Back	12.8(c)
Transfer of Position	2.3
Transfer, Frequency	12.6(a)
Transfer, Involuntary	12.8(a)(c)
Transfer, Permanent	12.8(c)

Transfer, Temporary	12.8(a), 12.8(b)
Transferring Department	12.6(a)
Unacceptable Performance	10.2(a)
Uniforms	9
Union Activities	2.5
Union Application Card	4.2
Union Business	11.1(b), 12.12
Union Membership	4.1
Union Security	4.1
Vacancies	2.3, 12.6
Vacation	5
Vacation Accrual Determination	5.3(i)
Vacation Accrual on Leave	11.1(c)
Vacation Accrual, FT	5.3(a)-(f)
Vacation Accrual, PT	5.3(g)-(h)
Vacation Calculation	5.2
Vacation Cash Out	5.3(j)
Vacation Donation	5.4(j)
Vacation Hours at Termination	5.4(a)
Vacation Increments	5.4(i)
Vacation Pay Calculation	5.2 (c)
Vacation Pay Military Service	5.4(h)
Vacation Pay Request	5.4(g)
Vacation, Carryover	5.4(c)
Vacation, Nursing Services	5.2(b)
Vacation, Pay out on Leave of Absence	11.1(c)
Vacation, Transferring positions	5.2(b)
Vacation, Use	5.3(i)
Voluntary Resignation	10.3(a)
Wages	14.3
Weekend Bonus	14.6
Weekend Schedules Laundry	LoU 4/15/05
Weekend work	14.2(b)
Workers' Compensation	7.4(b)
Written Warnings	10.2(a)



DEPARTMENT: HUMAN RESOURCES

NUMBER: M-1

Human Resources Policy and Procedure

EFFECTIVE DATE: 8/1/2016

SUBJECT: Meal and Break Periods

SUPERSEDES: 7/31/2013, 8/1/2011, 5/11/2009,
11/6/2006

REVIEWED: 7/16/20, 6/10/2006, 9/28/10

PURPOSE:

To establish guidelines for scheduling a meal period for all employees and to promote the employee's efficiency by allowing paid break periods providing the time may be granted based on the workload or patient needs.

POLICY STATEMENT:

It is the policy of St. Luke's to provide a ½ hour (30 minute) unpaid meal break for all employees that are scheduled for and work a shift of six (6) or more hours. In addition, employees will be granted one (1) fifteen (15) minute paid break period for each four (4) hours of continuous work, based on workload or patient needs.

PROCEDURE:

1. Employees that are scheduled for and work 6 hours or more, will have ½ hour (30 minutes) unpaid time for a meal break. To qualify as a meal break the employee must be totally relieved of duty.
2. In accordance with Human Resources Time Keeping Regulations Policy, if an hourly employee leaves St. Luke's Campus or grounds during a break, the employee must swipe out at the beginning of their break and swipe back in at the end, remaining swiped out for the entire break. For example; an employee swiping out at 6:12 p.m. for a meal break, which is generally ½ hour (30 minutes), should not swipe back in until just prior to returning to work at 6:42 p.m., unless needed to return to work earlier.
3. The payroll system will automatically deduct ½ hour (30 minutes) for a meal break when an employee is punched in for a duration of six (6) or more hours unless the employee punches in and out for their meal break. If an employee takes more than a ½ hour (30 minute) meal break they must either punch out for the entire break or fill out a timecard correction form indicating the total lunch time taken.
4. If an employee is unable to take their meal break they must either punch that into the time clock or fill out a timecard correction form so the Department Director or designee can note in the payroll system "No Meal" by each day to which it applies to assure payment of the ½ hour meal break.

M-1 Meal and Break Periods Page 1 of 2

5. Forfeited meal breaks will be paid as time worked providing the employee properly designates the day as "No Meal" at the time clock or through a timecard correction form. Except when unavoidable, the practice of not taking a ½ hour (30 minute) meal break should be discouraged, as it provides a period of refreshment and relaxation for the employee.

6. Unusual workloads or patient care demands may require the employee to relinquish his/her break period. Failure or inability to take break period(s) shall not entitle the employee to equivalent time off at a future time nor can it be used in any other benefit. Break periods may be spent in the Cafeteria, Gift Shop, locker rooms, lounges or vending area. Employees shall avoid the public lobby, waiting rooms, elevator alcoves, or other areas reserved for families and friends of patients and visitors. While on break, employees must be immediately available to return to work if needed. If an employee leaves campus for their break period or engages in personal business (ex: attends a Doctor's appointment, etc.) they must punch out. If an employee punches out during the day for any reason they must use the time clock to record any other time away from work for the remainder of that day, including their meal break.

REFERENCE:

Human Resources Time Keeping Regulations Policy

COORDINATION:

Human Resources
Department Directors

APPROVED:

President/CEO

Director of Human Resources