COLLECTIVE BARGAINING AGREEMENT

between

SAINT MARY’S MEDICAL CENTER
DULUTH CLINIC
MILLER-DWAN MEDICAL CENTER

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70

July 1, 2016 – June 30, 2019
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ENGINEERS LABOR AGREEMENT
DULUTH, MINNESOTA
2013 - 2016

THIS AGREEMENT made and entered into this 22nd day of June 2016, to be effective as of July 1, 2016, by and between ST. MARY'S MEDICAL CENTER, DULUTH CLINIC, and MILLER-DWAN MEDICAL CENTER hereinafter referred to as the "Employer," and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70, affiliated with the American Federation of Labor, hereinafter referred to as the "Union."

WITNESSETH

WHEREAS, the employees have elected to bargain collectively with the Employer, and for said purpose a majority of said employees have chosen the Union to bargain collectively with the Employer on behalf of all the employees covered by the terms of this contract for wages, hours and working conditions; and the parties having bargained as to changes and amendments therein;

NOW, THEREFORE, to carry out the intentions of the parties, IT IS MUTUALLY AGREED AS FOLLOWS:

ARTICLE 1

Recognition

1.1 The Employer recognizes the Union as the exclusive bargaining agent for all employees of the Employer engaged in the operation of steam boilers, steam turbines, diesel engines, refrigeration devices and machinery, electric motors, dynamos, air-conditioning devices and maintenance of same and any power-developing machines as defined by the general constitution of the International Union of Operating Engineers as subject to its jurisdiction.

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

1.3 The Employer agrees that a licensed engineer shall be on duty whenever required by law.

1.4 The work described in Section 1 of this Article, performed at currently assigned facilities or at facilities assigned by the Employer in the future, shall be given only to members of the Union. This assumes another AFL-CIO affiliate is not certified for the work jurisdiction.
ARTICLE 2

Union Security

2.1 All persons now employed and hereinafter employed by the Employer thirty-one (31) days from the date of their employment, and coming under the jurisdiction of this Agreement shall become and remain members in good standing of the International Union of Operating Engineers, Local No. 70, AFL-CIO, or alternately shall pay the portion of the initiation fee, dues and assessments that are uniformly applied to all members covered by this Agreement that relate to the Union’s representation function.

2.2 If any employee does not remain “in good standing” as defined above, the Employer shall terminate the employee within ten (10) days of written notice to do so from the Union or as soon as a replacement can be obtained, but not to exceed twenty-one (21) days. The Union shall save the Employer harmless from any claims of an employee so terminated.

2.3 The Employer agrees to deduct monthly Union dues from the wages of employees covered by this Agreement who are Union members. Such deductions shall be made only for employees who voluntarily provide the Employer with a written authorization agreeing that such deductions may be made. The authorization shall not be revocable for a period for more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made by the Employer during the first pay period of each calendar month and transmitted to the Union together with a list of names of the employees and deductions made. The Union agrees to refund promptly any dues found to have been improperly deducted and transmitted to the Union.

2.4 Within thirty (30) days after an employee covered by this Agreement has been hired, the Employer shall mail to the Union written notice thereof, stating the employee’s name, address, work classification and date of hiring.

2.5 The provisions of section 2.1 shall not apply to any employee who is a member of and adheres to established and traditional tenets or teachings of a bona fide religious body or such which has historical conscientious objections to joining or financially supporting labor organizations; except that such employee shall be obligated to pay the service fee required by 2.1 above to a non-religious charity fund, exempt from taxation under Section 501 (c) (3) of the Internal Revenue Code, chosen by the employee.

2.6 Union on Premises - The authorized representatives of the Union are hereby granted the full right to enter the Employer's plant when on Union business at such time and in such manner as not to materially interfere with the Employer's business. Said representatives shall provide the Labor/Employee Relations Department notice upon entering the premises.
ARTICLE 3

Management Rights

3.1 Except as limited by the provisions of this Agreement, the management of the Employer and the direction of the working forces shall be vested in the Employer. This provision shall include, but is not limited to, the right to hire, to determine quality and quantity of work performed, to determine the number of employees to be employed, to lay-off employees, to assign and delegate work, to enter into contracts for the furnishing and purchasing of supplies and services, to maintain and improve efficiency, to require observance of Employer's rules, regulations, retirement and other policies, to discipline or discharge employees for cause, to schedule work and to determine the number of hours to be worked, to determine the methods and equipment to be utilized and the types of services to be provided, and to change, modify or discontinue existing methods of service and equipment to be used or provided.

3.2 In no event, however, shall this designation of management rights override the terms of this Agreement, and if a conflict in terms should arise, the language of the contract shall govern over the designation of management rights.

ARTICLE 4

Labor Management Partnership

4.1 The parties are in agreement that full cooperation and understanding between the parties and a harmonious relationship will promote efficient performance, which is in the interest of the employees, the bargaining unit, and the Employer. To this end, it is recognized that matters other than formal grievances may arise which may be appropriate to discuss in a labor management meeting.

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

4.3 The Labor Management Committee will meet upon request of either party, and meetings shall follow an agenda, which shall be distributed in advance of each meeting. The Committee will utilize the interest-based problem solving principles and process.

ARTICLE 5

Probationary Period

All employees employed after the effective date of this contract will have a probationary status for the first one hundred twenty (120) calendar days. During such period the Employer shall determine
the fitness and ability of any such new employee for the job for which he/she has been employed. During such one hundred twenty (120) day period, the Employer may terminate such probationary employee with or without cause and without the same constituting a breach of this contract or a grievance hereunder. The probationary period may be extended by notification and consultation with the Union by the Employer.

ARTICLE 6

Seniority

6.1 Employees covered by the terms of this Agreement shall have seniority as herein provided from the date of the employee's date of hire into the bargaining unit as posted on a seniority list unless such seniority is broken for reason specified herein. Such seniority shall apply to vacation scheduling, lay-offs, recall from lay-off and filling of vacancies in the jobs covered by the terms of this Agreement.

6.2 Employees who are absent due to injury, sickness or personal illness, shall retain full seniority rights to work in their former job classifications for a period of time equaling such employee's length of service in the bargaining unit, not to exceed, however, one (1) year of continuous absence. If an employee is absent due to an accident, injury or disease covered by workers compensation, however, such employee shall retain full seniority for a period of time equaling such employee's length of service in the bargaining unit, not to exceed one (1) year of continuous absence.

6.3 Upon successful completion of the probationary period, the employee shall be placed on the seniority roster and commence earning benefits, to the extent applicable, computed from date of hire into the bargaining unit.

6.4 The seniority list shall be posted in the department on a quarterly basis (January, April, July, October).

6.5 Termination of Seniority

An employee's seniority shall terminate for any of the following reasons:

a. Voluntary quit or retirement.

b. Discharge for cause.

c. Failure to return to work following recall from lay-off.

d. Employment by any other employer during leave of absence.

e. Layoff in accordance with Article 7.3.

f. Failure to return to work after the expiration of an authorized leave of absence.

g. Accepting a position outside the bargaining unit.

h. Accepting a supervisory position of bargaining unit employees for more than one (1) year. If within the first year of a supervisory position the individual wishes to return to the bargaining unit, he/she may do so providing there is an open position to return to. No bargaining unit employee shall be displaced as a result of this provision.
Such employees returning to the bargaining unit as provided above shall maintain their seniority in the bargaining unit from their original date of hire into the bargaining unit.

ARTICLE 7

Lay-off and Recall

7.1 **Classifications:** The following classifications are hereby established for the purpose of lay-off and recall:

1. Electricians (excluding cable pullers)
2. Operating Engineers (working as licensed boiler operators)
3. Maintenance Engineers (all other job titles)
4. Duct Cleaners

7.2 **Lay-off:** If a reduction in the workforce becomes necessary, all Duct Cleaners shall be laid off before any other classification’s positions are reduced. In addition, there shall be no recall or hiring into the Duct Cleaner classification while any other classification’s employee(s) is on lay-off status or had had his/her hours reduced.

The Employer agrees to give fourteen (14) days’ notice to any employee to be laid off by registered or certified mail return receipt requested or by hand delivery (with signed receipt).

Lay-off shall be in the inverse order of seniority by classification (last hired, first laid off). All part time employees shall be laid off before any full time positions are reduced, excluding full-time Duct Cleaners.

An employee who gets laid off from a classification may “bump” or displace the least senior employee in another classification for which he/she is qualified, and provided the bumping employee has more bargaining unit seniority than the employee being bumped.

7.3 **Recall:** Recall shall be in order of seniority (last one laid off, first one recalled). It is the responsibility of employees on lay-off status to keep the Employer informed of any change of address and/or phone number.

The Employer shall notify a laid off employee of recall to his/her former classification by registered or certified mail return receipt requested. The employee must respond to the Employer’s recall within five (5) days of receipt of the notification with his/her intent to return to work. If the employee accepts the recall, he/she must return to work within fourteen (14) days of his/her acceptance.

Laid off employees shall have the right to recall for two (2) years. For employees with two or more years of service, these rights shall be extended for an additional two (2) years by
written request to do so within the first two (2) years of lay-off. This request must be sent to the Employer by registered or certified mail return receipt requested.

ARTICLE 8

Discipline and Discharge

8.1 Upon successful completion of the probationary period, disciplinary action may only be imposed for cause.

8.2 Normal Disciplinary Sequence: The normal disciplinary sequence shall be as follows:
   a. Oral Reprimand;
   b. Written Reprimand;
   c. Suspension without pay: Electronic copy to the Union
   d. Demotion or Discharge: Electronic copy to the Union

This section shall not be interpreted to prevent the Employer from discharging immediately for cause, nor from changing the above sequence depending upon the severity of the action for which the discipline is being administered.

ARTICLE 9

Job Vacancies

9.1 When a vacancy occurs or a new position is created, the Employer will post the position and provide a copy to the Union steward and the Union Office. All postings shall include the scheduled hours of the position. Employees of the bargaining unit shall have the first right to bid for the position in order of seniority. The position shall be awarded to the senior qualified bidder. The employee selected for the position will have his/her performance reviewed during the first ninety (90) days of regular assignment.

9.2 Posting of positions (as defined in 9.1) shall be posted for not less than eight (8) calendar days within the department. This posting may run concurrently with Human Resources system-wide job posting. Employees must bid the position on or before the date the posting closes. This process shall also apply to transfers from one shift to another.

9.3 An employee may return to his/her former position within thirty (30) days of commencing work in the new position, provided that the vacant position created by the transfer/promotion has not yet been filled or the position eliminated.

9.4 Lead Position: It is understood that the position of Lead shall be posted and filled according to the process as described above.
9.5 Employees may be required to remain in a position for the duration of his/her probationary period

ARTICLE 10

Employment Conditions

10.1 Lead Operating Engineer's Responsibilities - It is mutually agreed that the Lead Operating Engineer shall be responsible for the care and operation of boiler plant and, with the approval of the Employer, the Lead Operating Engineer shall be empowered to select assistants, and where there is sufficient evidence that there is just and reasonable cause for dismissal of any assistants, the Lead Operating Engineer's recommendation shall be given due weight.

10.2 Employee Resignations - Employees covered by this contract electing to resign shall be required to give the Employer fourteen (14) days' notice and shall continue in the Employer's service during this fourteen (14) day period. No notice shall be given to the employee, by the Employer, if the employee is terminated for just cause.

10.3 Union Representation - In the event a conference is scheduled between a supervisor and an employee which may lead to disciplinary action, the employee shall be entitled to Union representation.

10.4 Schedule Changes - A thirty (30) calendar day notice shall be given for a permanent schedule change. A fourteen (14) calendar day notice shall be given for any temporary changes in scheduling. This provision, however, shall not apply to vacation fill in, emergencies or changes made by the employee, which are agreeable to the Employer. Emergency shall be defined as an event that could not have been anticipated by management. For the purpose of this section, “temporary” is defined as ninety (90) days or less.

10.5 Duct Cleaner – The Duct Cleaner is a separate job title covered under this Agreement. Duct Cleaners are restricted to the use of hand tools, with the following exceptions: Duct Cleaners may use power tools that pertain to the cleaning of duct work, such as vacuum cleaners and power washers. The Duct Cleaners shall receive appropriate supervision, and any repairs or work beyond their scope of duties shall be performed by the engineers covered under this Agreement.

10.6 Maintenance of Standards - All conditions now in effect which are more in favor to the present employees than is established by this contract shall be maintained.

10.7 Bulletin Boards - The employer will provide access to a bulletin board in the Maintenance Shop for the posting of meeting notices and similar materials.

10.8 Part-time Employees - Bargaining unit employees requesting a reduction to part-time status not less than 0.6 FTE must have a minimum of twenty (20) years of seniority in the
bargaining unit to be eligible. If granted by management the full-time position to be vacated must be posted and filled prior to the effective date of the part-time position. No employee can hold a part-time position for more than three (3) years. No more than two (2) employees can be authorized at any time. Such part-time employee desiring to return to full-time status, must apply for and be awarded a full-time position thorough the posting process. (See article 7.2 in the event of a layoff)

10.9 **Parking:** Employees will be afforded the opportunity to purchase permits for surface lot parking. Those employees electing to do so, will pay ten dollars ($10.00) per month.

**ARTICLE 11**

**Wages**

11.1 **Wages:** The following scheduled wages shall be the minimum per hour for the period of this contract (see next page for wage grids).

11.2 **Shift Differential:** Shift differential will be paid for hours worked between 3:00 pm and 7:00 am excluding shifts ending at 3:30 pm, starting at 5:00 am and after, or changes made at the employee’s request.

11.3 As of July 1, 2016, the shift differential will be paid at the rate of two dollars ($2.00) per hour. This rate will be effective at the beginning of the pay period covering this date.

11.4 **Weekend Differential:** Weekend differential of one dollar ($1.00) per hour will be paid for all hours worked on the weekend. Weekend shall be defined as a forty-eight (48) hour period starting a 7:00 am Saturday and ending Monday at 7:00 am.

11.5 **Longevity Pay:** Employees who have worked in any classification under this contract for twenty (20) consecutive years shall receive an additional twenty-five cents ($0.25) per hour.

11.6 All Employees who are required to hold a license (driver’s license not included) shall be reimbursed for license renewal. In addition, Employees shall be reimbursed up to $120 per contract year for license renewal fees associated with license(s) not required by the Employee’s job description. Such additional license(s) must be associated with a maintenance-related field and is subject to Employer approval (driver’s license not included).

11.7 Employees who have worked in any classification under this contract for thirty (30) consecutive years shall receive an additional twenty-five cents ($0.25) per hour, for a total of fifty cents ($0.50) per hour longevity pay.

11.8 **New Hire Formula** – The formula for determining years of service equivalency for new hire shall be as follows:

- Same Job Duties – 100% credit for determining years for placement
- Directly Related Job Duties – 75% credit for determining years for placement
- Similar Job Duties – 50% credit for determining years for placement
- Unrelated Job Duties – No Credit (employee will be placed at the Step 1 rate)

**CREDIT = JOB DUTIES X YEARS OF SERVICE X FTE**

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<td>Receives 10% on top of the 4 year</td>
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| Operating Engineer                 |       |          |          |           |
| Start                              | 22.31 | 22.87    | 23.21    |           |
| 6 Months                           | 22.31 | 22.87    | 23.21    |           |
| 1 Year                             | 23.7  | 24.29    | 24.65    |           |
| 2 Years                            | 25.06 | 25.69    | 26.08    |           |
| 3 Years                            | 26.46 | 27.12    | 27.53    |           |
| 4 Years                            | 27.5  | 28.19    | 28.61    |           |

| Lead Operating Engineer            |      |          |          |           |
| Receives 10% on top of the 4 year  |      |          |          |           |
| base rate.                          | 30.25 | 31.01    | 31.48    |           |

Regional Operating Engineers  

| Maintenance HVAC Controls          |      |          |          |           |
| Start                              | 23.19 | 23.77    | 24.13    |           |
| 6 months                           | 23.48 | 24.07    | 24.43    |           |
| 1 year                             | 25.35 | 25.98    | 26.37    |           |
| 2 years                            | 26.86 | 27.53    | 27.94    |           |
| 3 years                            | 28.36 | 29.07    | 29.51    |           |
| 4 years                            | 29.4  | 30.14    | 30.59    |           |

Lead Maintenance HVAC Controls  

<p>| Maintenance Plumber                |      |          |          |           |
|                                    | 30.25 | 31.01    | 31.48    |           |</p>
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**ARTICLE 12**

**Call Back and On Call**

12.1 **Call Back:** Any employee called into work shall be guaranteed four (4) hours at one and one half (1-1/2) times the employee’s rate of pay. On Thanksgiving Day and Christmas Day, call back will be compensated at two and one half (2-1/2) times the employee’s rate of pay.

Any employee still on the premises, who is asked to perform work within ten (10) minutes after having clocked out, will not receive Call Back pay. Such work will be deemed an extension of his/her shift, and the employee will be paid at the appropriate rate of pay for the additional time worked.

12.2 **On Call:** The Employer may assign on call, off premises duty to interested employees. Employees assigned to on call duty shall be paid at the rate of four dollars and fifty cents ($4.50) per hour for all hours assigned to on call duty.

On call hours will not be considered hours worked for the computation of overtime. Any employee assigned on call duty, when called into work, shall be guaranteed four (4) hours at one and one half (1-1/2) times the employee’s rate of pay. On Thanksgiving Day and Christmas Day, call back will be compensated at two and one half (2-1/2) times the employee’s rate of pay.

12.3 **Phone Consultation:** Engineers who are not on call and are called on their off hours for the purposes of consultation or direction shall be paid at the appropriate rate of pay in thirty (30) minutes increments.

For example, a phone call that lasts for three (3) minutes will result in thirty (30) minutes of pay at the appropriate rate for that engineer called. If that engineer should get another call that same day that lasts for seven (7) minutes, that will result in another thirty (30) minutes of pay at the appropriate rate for that engineer.

A phone call that last thirty-one (31) minutes will result in sixty (60) minutes of pay at the appropriate rate for the engineer called.

**On Call Engineers:**

Engineers who are on call and are called on their off hours for the purposes of consultation or direction shall be paid at the appropriate rate of pay in fifteen (15) minute increments.
For example, a phone call that lasts for three (3) minutes will result in fifteen (15) minutes of pay at the appropriate rate for that engineer called. If that engineer should get another call that same day that lasts for seven (7) minutes, that will result in another (15) minutes of pay at the appropriate rate for that engineer. A phone call that lasts seventeen (17) minutes will result in thirty (30) minutes of pay at the appropriate rate for the engineer called.

ARTICLE 13

Hours of Work

13.1 Hours of Work: The normal work day shall consist of a scheduled shift of eight and one-half (8 1/2) hours, which includes two (2) paid fifteen (15) minute breaks and one (1) thirty (30) minute unpaid meal break. The above not withstanding, the Employer may schedule employees for a straight eight (8), or more, hour shift with no unpaid meal break. The definition of a "regular day" and a "regular week" does not constitute a guarantee that this number of hours will be offered or available to the employee. All time worked in excess of eight (8) hours per day or in excess of forty (40) hours per week shall be rated as overtime and paid for at the rate of time and one-half (1-1/2).

The Employer and the Union may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day. An employee volunteering to work the flexible schedule shall receive overtime for all hours worked in excess of the scheduled hours in a day or forty (40) hours per week.

Such employee may revoke such election to work a flexible schedule by giving the Employer written notice of at least thirty (30) days. The Employer may discontinue the flexible schedule by giving such employee written notice of at least thirty (30) days. The employee who elects to revoke election to work a flexible schedule will be returned to a normal eight (8) hour schedule as provided above.

13.2 Overtime: The Employer agrees to distribute overtime as equitably as possible among bargaining unit members consistent with the particular skills needed for specific projects.

In the event the Employer needs to mandate overtime, it shall be offered from the most senior qualified person in the appropriate job classification to the least senior person in the classification. If no person wishes to work the overtime, it will be assigned to the least senior qualified person in the classification.

13.3 Shift Switching: Employees shall be permitted to switch shifts provided the switch does not incur overtime, does not alter the skill needed for the work, and the manager approves the switch in advance.
ARTICLE 14

Holidays

14.1 The following days will be observed as holidays:


Such holidays will be observed on the days designated by the Minnesota Statutes, except that Christmas Day shall be celebrated on December 25, New Year’s Day shall be celebrated on January 1, and Independence Day shall be celebrated on July 4. Holidays are calculated on the basis of a twenty-four (24) hour period commencing at 7:00 a.m. on the day of the holiday.

14.2 If an employee is not required to work on any of the above days, such employee shall receive eight (8) hours of pay at his/her regular full-time rate for the occupation for which he/she is ordinarily scheduled, or the employee may choose an alternate day off with pay upon mutual agreement with the Employer. If mutual agreement cannot be reached, the employee shall receive eight (8) hours of holiday pay.

In instances of multiple requests for the same alternate day off, the first request submitted prevails. If requests are submitted simultaneously (same day), seniority shall determine who is granted the alternate day.

14.3 If an employee is required to work on a holiday, such employee shall receive holiday pay at the regular rate for the occupation for which the employee is scheduled (or another day off with pay), and shall in addition receive one and one-half (1-1/2) times the regular rate for the occupation at which the employee is working on that date for all hours worked during such holiday. Work performed after completion of the scheduled hours of holiday work shall be compensated at the rate of two and one-half (2-1/2) times the regular rate.

Employees required to work on Christmas Eve (December 24th) between the hours of 3:00 pm to 11:00 pm shall receive holiday premium pay of two and one half (2-1/2) times their regular rate of pay.

14.4 Overtime payment 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 rates under one provision they shall not be counted as hours worked in determining overtime under the same or any other provisions; provided, however, that when a holiday occurs on any day for which overtime would not otherwise be paid, the hours worked on such holiday shall be counted as hours worked in determining overtime.

14.5 In order to keep the employee whole, those employees working a flexible schedule will be compensated for the number of hours they would have worked on that holiday, had they not been granted that holiday off. When the holiday falls on a scheduled day off, flexible schedule employees will be paid eight (8) hours holiday pay at the straight time rate.
ARTICLE 15

Personal Holidays

15.1 Each employee shall receive one (1) personal holiday, also known as personal leave day, for every 1,040 hours paid, excluding overtime, based on date of hire. The dates the employee utilizes the personal holidays shall be selected by mutual agreement between the employee and the Employer. Such holiday shall be taken on the day shift Monday through Friday, unless otherwise specifically agreed between the Employer and an employee. No employee shall accumulate more than two (2) such holidays.

15.2 Employees are encouraged to use personal holiday hours in increments of eight (8) hours or more, but may request to use less than eight (8) hour increments of personal holiday. All requests for personal holidays must be approved by the appropriate supervisor or department director.

15.3 For the purpose of personal holiday time accrual, the first ninety (90) calendar days of absence (medical leave) due to an on-the-job work related injury or illness will be credited as time worked.

ARTICLE 16

Sick Leave

16.1 Sick leave is a benefit accorded those employees who are actually sick or injured to the point that they cannot perform their duties. It is a breach of good faith for an employee to claim the benefit of sick leave when he/she is not, in fact, sick or injured. The parties agree that the employer has a legitimate expectation that employees not misuse sick leave and consequently that such abuse of sick leave shall be grounds for discipline, including discharge of an employee. The past practice of not enforcing this provision notwithstanding.

16.2 Upon completion of the probationary period, all employees shall be entitled to sick leave within the limitations herein provided. Employees shall earn one (1) day's sick leave with full pay for each completed month of employment until such employee has accumulated the maximum of ninety (90) days (equivalent to 720 hours). Prompt notice shall be given the Employer when any absence from work is due to illness if sick leave pay is to be claimed. If the Employer has concerns that an employee is abusing their sick leave, the Employer may require the employee to furnish a physician's certificate for subsequent absences.

16.3 The Employer will provide a wellness incentive of ten dollars ($10.00) per day for each unused sick leave day accumulated and earned and not taken during a period from July 1 to June 30. In order to be eligible for the incentive, an employee must be eligible for sick leave and be on the payroll and working at least six (6) months of the wellness year. The maximum number of days that will be eligible for the wellness incentive is twelve (12). The wellness incentive will be paid only to those people on the payroll on June 30 and is
not paid or prorated for terminating employees who terminate at other times during the year.

16.4 The Employer will make available to each employee of the unit the number of unused sick leave hours that such employee has accumulated as of the last pay period.

16.5 Employees working a flexible schedule will have the hours scheduled for that day deducted from the employee’s sick leave balance when sick time is taken.

16.6 For the purpose of sick time accrual, the first ninety (90) calendar days of absence (medical leave) due to an on-the-job work related injury or illness will be credited as time worked.

ARTICLE 17

Vacation

17.1 All employees covered by this contract shall accrue vacation on the following schedule:

<table>
<thead>
<tr>
<th>Years of Continuous Service*</th>
<th>Number Days Vacation</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st year</td>
<td>Pro-rated</td>
</tr>
<tr>
<td>After 1 year of service</td>
<td>10 days (80 hours)</td>
</tr>
<tr>
<td>After 5 years of service</td>
<td>15 days (120 hours)</td>
</tr>
<tr>
<td>After 10 years of service</td>
<td>20 days (160 hours)</td>
</tr>
<tr>
<td>After 15 years of service</td>
<td>23 days (184 hours)</td>
</tr>
<tr>
<td>After 20 years of service</td>
<td>25 days (200 hours)</td>
</tr>
</tbody>
</table>

* "Years of Continuous Service" is defined as those years worked from the most recent date of hire in a benefit eligible status in any position in the SMDC Health System.

17.2 Vacation pay shall be at the regular established straight time wage rate.

17.3 On or before February 1st of each year, the Employer shall post a roster which vacation preferences will be made for the vacation year commencing March 1st. Approvals shall be based on the scheduling needs of the Employer. During the scheduling period (February 1 though February 15), vacations will be approved in order of seniority. Any vacation requests made after the posting period shall be approved on a first come first serve basis. If requests are submitted simultaneously (same day), seniority shall determine who is granted the vacation day.

17.4 An employee who takes vacation and draws vacation pay prior to completion of the first year of service and who fails to complete the first year of service shall have deducted from the terminal paycheck, any vacation pay which may have been paid by the Employer.

17.5 Employees electing to resign shall give two (2) weeks’ advance notice. Employees who terminate their employment without giving such notice shall forfeit the right to receive pay for accrued vacation benefits.
17.6 Each employee shall be permitted to carry over vacation to a maximum of two times (2x) their annual accrual, with a cap and no additional accrual until the employee’s accrued vacation falls below the maximum for that employee.

17.7 Employees may, by mutual agreement, with the Employer, be paid vacation pay in lieu of vacation time off up to 50% of the available vacation days to a maximum of two (2) weeks (10 working days/80 hours) per contract year.

17.8 Employees are encouraged to use vacation hours in increments of eight (8) hours or more, but may request to use less than eight (8) hour increments of vacation. All such requests for vacation must be approved by the appropriate supervisor or department director.

17.9 Employees working a flexible schedule will have the hours scheduled for that day deducted from the employee’s vacation balance when vacation time is taken.

17.10 Vacation hours are accumulated from the first day of work and can be used after the probationary period is completed.

17.11 For the purpose of vacation time accrual, the first ninety (90) calendar days of absence (medical leave) due to an on-the-job work related injury or illness will be credited as time worked.

ARTICLE 18

Paid Time Off (PTO)

18.1 Paid Time Off ("PTO") Program is designed to meet an individual employee’s need for personal time off or cash conversion.

PTO days may be used for vacation, illnesses, family emergencies, health or dental care, personal business and/or other elective absences.

18.2 Employees hired after January 1, 2013, and who are hired with an authorized FTE of 0.6 or greater will participate only in the PTO Program.

Grand-parented employees who are earning vacation benefits and sick leave under Articles 17, Vacations and Article 16, Sick Leave are not eligible to participate in the PTO Program. However, such grand-parented employees will be afforded a one-time opportunity to transfer their vacation and sick hours to the PTO Program and accrue PTO thereafter. If elected, this conversion shall take place no later than July 1, 2012.

PTO will continue to accrue as the employee uses their PTO.

Payment of PTO will be made at the employee’s regular rate of pay. PTO is earned while on PTO with a cap of eighty (80) hours earned.

Accrual of PTO commences upon hire. Employees are eligible to use accrued PTO immediately.
18.3 ACCRUAL TABLE FOR PTO

<table>
<thead>
<tr>
<th>Years Of Service</th>
<th>Accrual Rate</th>
<th>1.0 FTE Annual Accumulation (in Days)</th>
</tr>
</thead>
<tbody>
<tr>
<td>0&lt;3</td>
<td>0.06538</td>
<td>17</td>
</tr>
<tr>
<td>3&lt;6</td>
<td>0.06920</td>
<td>18</td>
</tr>
<tr>
<td>6</td>
<td>0.07692</td>
<td>20</td>
</tr>
<tr>
<td>7</td>
<td>0.08076</td>
<td>21</td>
</tr>
<tr>
<td>8</td>
<td>0.08461</td>
<td>22</td>
</tr>
<tr>
<td>9</td>
<td>0.08846</td>
<td>23</td>
</tr>
<tr>
<td>10</td>
<td>0.09230</td>
<td>24</td>
</tr>
<tr>
<td>11</td>
<td>0.09615</td>
<td>25</td>
</tr>
<tr>
<td>12</td>
<td>0.10000</td>
<td>26</td>
</tr>
<tr>
<td>13</td>
<td>0.10384</td>
<td>27</td>
</tr>
<tr>
<td>14+</td>
<td>0.10769</td>
<td>28</td>
</tr>
</tbody>
</table>

The maximum accumulation in an employee’s PTO Bank will be one and one half (1½) times the employee’s annual accrual. When the employee reaches the maximum accumulation, the accrual then begins in the employee’s Reserve Bank. A maximum of four-hundred and eighty (480) hours may accumulate in the Reserve Bank. When hours are used in the PTO Bank, accruals end in the Reserve Bank and begin again in the PTO Bank.

18.4 On or before February 1st of each year, the Employer shall post a roster which PTO preferences will be made for the vacation year commencing March 1st. Approvals shall be based on the scheduling needs of the Employer. During the scheduling period (February 1 though February 15), PTO will be approved in order of seniority. Any PTO requests made after the posting period shall be approved on a first come first serve basis. If requests are submitted simultaneously (same day), seniority shall determine who is granted the PTO day.

In the event of an unexpected illness or emergency, the employee is expected to provide as much notice as possible.

Notwithstanding the above, approval of PTO requests will be based upon total seniority within the bargaining unit according to departmental guidelines, and will be coordinated with requests for Vacation time off from those employees covered under the Article 17 (Vacations). Management will review PTO and Vacation guidelines with staff on an annual basis, if requested. The Employer has the sole right to determine proper staffing levels.

18.5 Reserve Bank: An employee may opt to transfer any or all of the excess hours from her/his PTO Bank on a one for one basis to her/his Reserve Bank twice per year (June 1st and December 1st). A total of 40 hours must be left in the PTO Bank after hours have been transferred to the Reserve Bank.
Hours may accumulate in the Reserve Bank in the following ways: (A) accrual rollover from the PTO Bank upon reaching the maximum; or (B) optional transfer from the PTO Bank.

18.6 An incumbent employee who converts to the PTO program will have his/her unused vacation and sick leave hours converted to PTO in accordance with the following:

- Vacation hours will be rolled into the regular PTO bank, to a maximum of one and one-half (1½) times the annual PTO accrual. Vacation hours in excess of the maximum shall be rolled into the Reserve Bank and subject to Sellback under Section 18.7.

- Up to 48 hours of an incumbent employee’s sick leave shall be rolled into the PTO bank. Any remaining hours of accumulated sick leave shall be placed into a “Sick Leave Bank.”

- The order by which banked hours shall be used is PTO in accordance with Section 18.3 first, Reserve Bank second, Sick Leave Bank third, returning to PTO as needed.

- Once an employee’s Sick Leave Bank hours have been exhausted, that bank will be terminated.

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

18.7 (Sell Back) Employees may “sell back” (cash out) Reserve Bank hours. A balance of forty (40) hours must be left in the Reserve Bank when selling back. Such sell back of Reserve Bank hours may be done twice per year (June 1st and December 1st). Payments will be made according to the following Schedule:

<table>
<thead>
<tr>
<th>Years of Service</th>
<th>Payment Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 2</td>
<td>-0-</td>
</tr>
<tr>
<td>2 - 5</td>
<td>25%</td>
</tr>
<tr>
<td>5 - 8</td>
<td>40%</td>
</tr>
<tr>
<td>8 - 11</td>
<td>60%</td>
</tr>
<tr>
<td>11 - 14</td>
<td>80%</td>
</tr>
<tr>
<td>14+</td>
<td>100%</td>
</tr>
</tbody>
</table>

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

18.8 Bonus: Employees with an authorized FTE of 0.6 greater will receive a one-time bonus of PTO hours based upon the following schedule, pro-rated for FTE status.
20 years of Service  5 Days (40 Hours)
25 years of Service  5 Days (40 Hours)
30 years of Service  5 Days (40 Hours)

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

ARTICLE 19

Funeral Leave

19.1 A leave of absence without loss of pay of up to three (3) scheduled days will be granted employees upon request of the employee, in the case of death in the immediate family (parents, step-parents, parents-in-law, grandparents, brothers, sisters, step-brothers, step-sisters, sons, daughters, step-sons, step-daughters, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law) for the purpose of attending the funeral and/or death related events. The days off under this provision must be consecutive and one (1) of the three (3) days must be the day of the funeral, subject to the limits above. However, there may be situations for which non-consecutive bereavement days are appropriate and may be granted, at the request of the employee, with agreement of the Employer. In addition, upon request, an employee may be granted unpaid funeral leave as above for death of persons not covered by this Section.

19.2 Employees working flexible schedules shall be granted three (3) days of funeral leave (a day is defined as all hours scheduled to work in a day).

ARTICLE 20

Union Leave

An employee elected or appointed to serve on a Union board or committee shall be given time off without pay to serve on such board or committee, but not more than one (1) employee from the unit shall be given such leave at any one time, except in the case of negotiation and mediation. Such leave shall not exceed eight (8) days per person per year, not including lost time for negotiations and mediation. Whenever possible, ten (10) days advance notice of the leave shall be given by the Union.

ARTICLE 21

Jury Duty

21.1 In the event an employee is called for jury duty, he/she shall notify his/her supervisor. The employee shall be excused from duty at the Medical Center during the period of active jury
service. In such event, the employee will be assigned a day shift and shall report to work each day at the commencement of the shift, except to the extent prevented from doing so by reason of active jury service, or if excused from doing so by the designated supervisor. In the event the employee is not required to serve on the jury or is dismissed early, he/she shall report to the Employer for assignment. If the employee (whether an 8-hour or flexible schedule employee) shall have completed or been excused from jury service before the normal completion of his/her shift, the employee shall report back to the Employer for the completion of his/her shift.

21.2 Such employee shall receive the difference between his/her scheduled hours at the base hourly rate per day and the payment he/she has received for jury service not to exceed forty (40) hours per week (payment excludes traveling expenses). Such employee shall present written evidence of jury service and the amount of payment received. The Employer need not provide jury duty pay for jury duty service rendered on an employee’s day off. Remuneration received from the court for jury duty served on an employee’s day off need not be surrendered to the Employer.

ARTICLE 22

22.1 Leaves of Absence

The employees covered under this collective bargaining agreement shall have access to the Essentia Health Policy (EH – A1011) on Family and Medical Leave (FMLA) dated 1/26/2012, and subject to revision from time to time. There shall be no diminution of the benefit during the term of this agreement (refer to Article 6.2 for additional information pertaining to Leaves of Absence) upon ratification.

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

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

22.2 Supplementing Workers’ Compensation with Paid Time

Bargaining unit employees may elect to use accumulated sick, vacation, PTO and personal holiday hours while receiving workers’ compensation so long as the combined gross amount of such paid time and workers’ compensation payments does not exceed the gross pay the employee would earn if he/she were working in the pre-injury position.
ARTICLE 23

Health and Welfare

23.1 *Insurance, General* – The benefits, policies and programs described below apply to the employee only. Any employee who desires additional coverage for dependents shall make the necessary arrangements with the Employer to provide written authorization for the Employer to deduct the appropriate premiums from his/her wages.

The Employer shall have the right to choose and to change the insurance carrier for any of the benefits, policies and programs named below so long as benefits are not substantially reduced below those specified, and employees do not lose coverage as a result of such a change, but changes in hospitalization and major medical coverage may be made as set forth below.

At the end of the calendar month in which the employee ceases active work for the Employer, the Employer shall cease to have any responsibility for the maintenance of said benefits, policies and programs named below. Employees terminating service with the Employer shall have the right to benefit continuation at their own expense in accordance with regulations outlined by COBRA (Consolidated Omnibus Budget Reconciliation Act).

23.2 *Health Insurance* - The Employer shall provide hospitalization and medical benefits to employees who are regularly scheduled to work and who meet the eligibility requirements for the health insurance plan. Coverage will continue until the end of the calendar month in which said employee ceases active work for the Employer. The Employer reserves the right to make changes in the hospital and medical benefits plan(s). Prior to making any substantive change in the plan design, the Employer will provide the union with a thirty (30) day notice. The Employer will make the following contributions to the health insurance plan.

a. Single coverage – The Employer shall pay eighty-five percent (85%) of the prevailing base premium rate for single insurance for full-time and benefit-eligible part-time employees (0.6 FTE or greater), under Plans B and C, and any future plans that are made available.

b. Single Plus One or Family coverage – For those full-time and benefit-eligible part-time employees (0.6 FTE or greater) electing Single Plus One or Family coverage, the Employer shall contribute seventy-five percent (75%) of the total premium for Single Plus One or Family coverage under Plans B, C, Single Plus One, and any future plans that are made available.

23.3 *Life Insurance* – Life insurance and accidental death and dismemberment insurance will be provided to each full time employee in the amount of fifty thousand dollars ($50,000.00). Benefit-eligible part-time employees (0.6 FTE or greater) shall be provided life and accidental death and dismemberment insurance in the amount of one times (1x) the employee’s annual salary, rounded to the nearest one thousand dollars ($1,000.00).
Additional life insurance will be made available for the employee, the employee’s spouse and dependents.

The Employer will make available to each benefit-eligible employee a life insurance program covering the lives of the employee’s dependents. The maximum coverage available under this program will be an amount set by the carrier. If the Employer changes carrier no employee will be subjected to a reduction in benefit on the basic life insurance resulting from such change.

Coverage is made available subject to the definitions, exclusions and other terms of the insurance policy. The Employer shall have the right to change the insurance carrier provided no interruption or substantial diminution of benefit is affected.

23.4 **Long Term Disability Insurance** – Subject to the terms and conditions and definitions established by the carrier, the Employer will provide long term disability insurance coverage for all employees who qualify for the plan, effective the first of the month following the ninety (90) day probationary period. Subject to definitions, coverage will be sixty-five percent (65%) of salary per month to age sixty-five (65).

23.5 **Dental Insurance** – The Employer shall provide single dental coverage to all benefit-eligible employees covered by this Agreement, at no cost to the employee. The effective date of this coverage shall be the first of the month following ninety (90) days of employment. The type of program and level of benefits shall be determined by the Employer. Employees may select family dental coverage and will pay the balance of the premium (which is the full cost of the family dental premium minus the cost of the full single premium). The Employer shall have the right to change the insurance carrier provided no interruption or substantial diminution of benefit is affected.

**ARTICLE 24**

**Retirement**

24.1 The Employer shall make a contribution to the SMDC Health System Retirement Plan for all eligible participants in the Plan who are credited with one thousand (1000) hours of service during the Plan year, July 1st to June 30th, and are employed by the Employer on the last day of the Plan year (June 30th). The one thousand (1000) hour and last day requirement will be waived in the event of death, disability or retirement after normal retirement age, as defined by the Plan.

Eligible employees covered by the SMDC Health System Retirement Plan at the end of the Plan year, will receive a contribution by the Employer. For those participants who meet the requirements as defined by the Plan, the Employer agrees to contribute a minimum of five percent (5%) of each participants eligible gross wages each Plan year of the Agreement, with the understanding that if the SMDC Employer contribution rate for non-contract employees should be increased, the same rate will be applied to the employees under this Agreement.
24.2 Those participants who elected to remain in the St. Mary’s Medical Center Defined Benefit Plan when given the one-time opportunity to choose between the Defined Benefit Plan and the SMDC Health System Retirement Plan effective November 1, 2002, will continue to participate in the St. Mary’s Defined Benefit Plan until such time as they are no longer covered under this collective bargaining agreement or are no longer employed by St. Mary’s Medical Center. The Employer will continue to make required contributions to the St. Mary’s Medical Center Defined Benefit Plan.

24.3 For those employees who have elected to remain in the Retirement Plan for Employees of Miller-Dwan Medical Center (a defined benefit plan), the Employer will continue to make contributions to the plan in amounts indicated as appropriate by the plan’s actuary.

24.4 Each employee may elect to defer on a pre-tax basis a portion of his/her wages and contribute the dollars to a 401(k) Deferral can begin immediately upon hire.

**ARTICLE 25**

**Uniforms and Protective Clothing**

25.1 On occasion employees are required to work under conditions where coveralls or parkas are considered desirable. For such occasions the employer agrees to provide six (6) parkas in varying sizes, and coveralls (four extra-large, four large and four medium) which employees may wear when called upon for outdoor winter service or other appropriate times. If torn, worn out or damaged, such articles will not be replaced unless turned in to the employer for replacement.

25.2 The Employer will furnish three (3) new uniforms and, effective July 1, 2004, one (1) pair of shoes per employee on or about July 1st of each contract year. For those whose work requires it, one (1) pair of light-weight coveralls will be provided in the even-numbered contract years.

**ARTICLE 26**

**Tuition Reimbursement**

The employees covered under this collective bargaining agreement shall have access to the tuition reimbursement program, policy number HR0020, effective 11/2004, and subject to revision from time to time. There shall be no diminution of the benefit during the term of this Agreement.
ARTICLE 27

Drug Testing

The SMDC October 2004 Policy and Procedures for Drug and Alcohol Testing, policy number HR0001, for employees shall apply to employees covered by this collective bargaining agreement. A copy of the October 2004 policy shall be provided to all employees.

ARTICLE 28

Grievance and Arbitration

28.1 Any dispute or controversy involving the interpretation or application of any of the terms or provisions of this Agreement shall be submitted for settlement under the grievance procedure and herein provided.

The time limitations set forth herein relating to the time for filing a grievance and a demand for arbitration shall be mandatory. Failure to follow such limitation shall result in the grievance being waived, and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual agreement of the Employer and the Union.

28.2 **Step 1:** The employee will informally discuss the grievance with the employee's immediate supervisor and/or department head.

28.3 **Step 2:** If the grievance is not resolved at the time of the Step 1 informal discussion, it shall be reduced to writing and submitted to the Employer's Employee and Labor Relations Department. The written grievance must be submitted to the Employer within ten (10) business days after the date of the occurrence of the dispute or controversy. A grievance relating to pay shall be timely if received by the Employer within thirty (30) calendar days after the payday for the period during which the grievance occurred.

Within ten (10) business days after submission of the written grievance to the Employer, a meeting to consider the grievance shall be held among representatives of the Employer, the Union and the employee.

Within ten (10) business days following the Step 2 meeting, the Employer shall submit a written reply to the Union and the employee.

28.4 **Step 3:** 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. If the dispute is not resolved by mutual agreement in this step, either party, within fifteen (15) business days from the Mediator's recommendation may move the dispute to arbitration.
28.5 **Step 4:** If the grievance is not resolved in Step 3, either the Employer or the Union may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within ten (10) business days following receipt by the Union of the Employer’s written reply to the grievance.

The arbitration request shall be referred to a neutral arbitrator selected by the parties. In the event that the Employer and Union cannot agree upon a neutral arbitrator within five (5) business days, the neutral arbitrator shall be selected from a list of seven (7) neutral arbitrators to be submitted by the Federal Mediation and Conciliation Service. The Employer and Union shall strike names alternately until one name remains, who shall be the arbitrator.

The decision of the neutral arbitrator shall be final and binding on the Union, the Employer and the employee. The decision shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the Employer and the Union.

**ARTICLE 29**

**No Strikes or Lockouts**

29.1 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 Employer agrees that during the term of this Agreement there shall be no lockouts by the Employer.

**ARTICLE 30**

**Waiver**

30.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to all proper subjects of collective bargaining and that all such subjects have been discussed and negotiated upon and the agreements contained in this Agreement were arrived at after the free exercise of such rights and opportunities; therefore, when a practice is discovered outside of this agreement, the Employer and the Union agree to meet and confer in an attempt to mutually agree to continue or discontinue said practice.

30.2 The following principle shall prevail in these discussions:

If agreement cannot be reached whether to continue or discontinue a practice that was agreed upon prior to July 1, 2006, that practice shall become a subject of bargaining following expiration of the current Agreement.
ARTICLE 31

Non-Discrimination

31.1 Both parties to this Agreement recognize that SMDC is an Equal Opportunity/Affirmative Action Employer, and agrees not to discriminate against or harass any employee because of race, color, creed, religion, national origin, sex, disability, age, marital status, sexual orientation, status with regard to public assistance, activities in a local commission dealing with discrimination issues, disabled veterans, veterans of the Vietnam era, or any other protected category as defined by statute.

31.2 Further, there shall be no discrimination based on membership or participation in the affairs of the Union.

31.3 In the event that any provision of this agreement is rendered inoperative as described in the foregoing paragraphs of this section, the parties shall enter negotiations, and, if necessary, non-binding mediation and/or arbitration, for the purpose as insofar as possible retaining the original intent and effect of any provision affected by such law or regulation.

31.4 This Article shall not be subject to the grievance arbitration clause (Article 28).

ARTICLE 32

Saving Clause

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

ARTICLE 33

Termination

Terms and Provisions - The terms and provisions of this contract shall become effective July 1, 2016, and shall continue in full force and effect until June 30, 2019, both dates inclusive, and shall continue in full force year-to-year thereafter, unless either party, by giving the other party ninety (90) days’ written notice prior to any opening date, indicates a desire to re-open the contract for changes, alterations, amendments, revisions or termination thereof. In the event party so serves written notice upon the other, the parties or their representatives shall meet immediately to discuss the written request so made.
ST. MARY'S MEDICAL CENTER/  
DULUTH CLINIC/MILLER-DWAN  
MEDICAL CENTER  
DULUTH, MINNESOTA

By  
Diane Davidson  
Chief Human Resources Officer

By  
Sara Dorfman  
Director of Employee and Labor Relations

By  
John Rice  
Director of Maintenance

By  
Peter Singler  
Sr. Employee & Labor Relations Specialist

By  
Renea Bourassa  
Sr. Employee & Labor Relations Specialist

INTERNATIONAL UNION OF  
OPERATING ENGINEERS,  
LOCAL NO. 70, AFL-CIO

By  
Michael Dowdle  
President

By  
Linda Powers  
Recording Corresponding Secretary

By  
Dave Monsour  
Business Manager

By  
Wyn Massey  
Business Representative

By  
James Pulkinen  
Negotiating Committee Member

By  
Gary Claflin  
Negotiating Committee Member

By  
Kent Moberg  
Negotiating Committee Member

By  
Lon Wigren  
Negotiating Committee Member

By  
Stephanie Erno  
Negotiating Committee Member