COLLECTIVE BARGAINING AGREEMENT

between

ST. MARY'S MEDICAL CENTER

and

INTERNATIONAL UNION OF OPERATING ENGINEERS,
LOCAL NO. 70, SERVICE WORKERS

April 1, 2017 through March 31, 2020
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This Agreement made and entered into this 1st of April, 2017, by and between St. Mary's Medical Center, Duluth, Minnesota, herein referred to as the "Medical Center" and International Union of Operating Engineer, Local No. 70. Herein referred to as the "Union."

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 Agreement.

Any notice required in any part or portion of this Agreement to be given by one party to the other shall be sent by registered mail or certified mail:

Director of Employee & Labor Relations  
St. Mary's Medical Center  
407 East Third Street  
Duluth, MN 55805

Business Manager  
International Union of Operating Engineers, Local No. 70  
2722 County Road D East  
White Bear Lake, MN 55110
ARTICLE 1.
SCOPE AND RECOGNITION CLAUSE

1.1 The Medical Center recognizes the Union as the exclusive collective bargaining representative of:
   1. Regular full-time employees
   2. All regular part-time employees
   3. All casual employees

Such employees are in the following classifications of Food Service Worker Grade I, Food Service Worker Grade II, Laundry Worker Grade I, Laundry Worker Grade II, Housekeeper Grade I, House Orderly, Nurses Aide, Nurse Aide Anesthesia, Central Supply Helper, Physical Medicine Aide, Pharmacy Helper, Xray Aide, Seamstress, CPF Aide, Groundskeeper, Chef, Laboratory Helper and Parking Attendant. Excluding all other employees of the Medical Center, Students or other part-time persons who work afternoon and weekend relief, Temporary employees as defined in section 1.4(D), and positions requiring 600 hours or more of formal training, education or apprenticeship.

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

1.3 The Medical Center will recognize the Stewards for the handling of Union business who shall be designated in writing by the Union.

The Medical Center will make reasonable efforts to change and/or modify stewards' work schedules so that they can participate in negotiations without loss of work hours. The parties agree that negotiations will normally be scheduled outside of the normal work hours for the greatest number of stewards. The Medical Center may, in its sole discretion, agree to pay for the steward for lost work hours.

1.4 Definitions:

(a) A "full-time employee" is an employee regularly scheduled to work eighty (80) hours or more in a two (2) week payroll period. Occasional scheduling for less than the eighty (80) hours in a two (2) week payroll period shall not deprive an employee of regular full-time status if the employee is otherwise entitled to such status.

(b) A "part-time employee" is an employee regularly scheduled to work less than eighty (80) hours in a two (2) week payroll period. Other provisions of this Agreement may require a different number of hours for eligibility under a specific section of this Agreement, but such eligibility requirements do not alter this section's definition of part-time employee.

(c) Casual Employees. A casual employee is an employee who is not regularly scheduled for work and who works on an as needed basis. No casual employee shall be allowed to work so long as any regular full-time or part-time employee in the same department and job classification who is willing to work is laid off or working involuntarily reduced hours. If a casual employee works 1,040 hours in a calendar year, the employee shall become a part-time employee and their status is equal to the average number of hours
worked per pay period during the immediately preceding 90 days. The provisions of this agreement that shall apply to Casual Employees shall be the following:

1. Wage, Differentials, and Overtime provisions.
3. Seniority of Hours.
4. Vacation accrual will not commence until an employee is classified as a Part-Time employee.
5. Grievance Procedure.

A casual-status employee must stay currently oriented and attend mandatory in-services offered. A casual-status employee shall be available to work two shifts per month, to include one (1) weekend shift. Should the casual status employee be unavailable for work for more than six (6) shifts in ninety (90) days her/his employment will be terminated, which will be considered a voluntary quit. Ninety (90) days will start at the first declined shift and must be consecutive.

(d) Temporary Employees. A temporary is an employee hired to substitute for a specific absent employee, or an employee hired to work a project of limited duration. A temporary position shall have a definite ending date but shall not exceed six (6) months.

Temporary employees are not covered by any provisions of this agreement except for the wage increment scales (in accordance with hours worked without a break in service) and overtime and shift differential provisions. Temporary employees’ service may be terminated at the end of the designated hiring period without just cause, and such employees shall not have access to the grievance arbitration Article 22.

(e) A full-time employee who shifts to a part-time schedule as defined in Section 1.4 (b) shall be entitled to the benefits accorded a part-time employee.

1.5 Non-Discrimination Clause. Both parties to this Agreement recognize that St. Mary’s Medical Center is an EEO/AA Employer and agree 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 This Article should not be subject to the grievance and arbitration procedures set forth in Article 22.

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

These principles shall be actively applied in selection, promotion, retention, discipline, or discharge and employees will be treated fairly and judged on their merits.

1.6 Savings Clause. Any federal or state laws or regulations that supersede any part of this Agreement shall not void any condition of this Agreement that is not in conflict with such laws or regulations.
In the event that any provision of this Agreement is rendered inoperative as described in the foregoing paragraph of this section, the parties shall enter negotiations, and, if necessary, arbitration, for the purpose of insofar as possible retaining the original intent and effect of any provision affected by such law or regulation.

ARTICLE 2.
MANAGEMENT RIGHTS

2.1 Except as specifically limited by the express written provisions of this Agreement, the management of the Medical Center and the direction of the working forces shall be vested solely and exclusively in the Medical Center. This provision shall include, but is not limited to, the right to hire; to determine the quality and quantity of work performed; to determine the number of employees to be employed; to layoff 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 Medical Center 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 type of service to be provided; and to change, modify or discontinue existing methods of service and equipment to be used or provided.

2.2 Performance Evaluations. If the Medical Center utilizes a system of employee evaluations, the employee shall acknowledge such evaluation by signature to indicate it has been reviewed with such employee. (In such cases where an employee refuses to sign, a notation will be made on the evaluation document.)

2.3 The Employer agrees that following ratification of this contract, training sessions will be offered to appropriate management staff, as to changes and additions to this collective bargaining agreement.

ARTICLE 3.
UNION SECURITY

3.1 All persons now employed or hereinafter employed by the Medical Center 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.

3.2 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 Medical Center harmless from any claims of an employee so terminated.
3.3 The Medical Center 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 Medical Center with a written authorization agreeing that such deductions may be made. The authorization shall not be revocable for a period of more than one (1) year or beyond the termination date of this Agreement, whichever occurs sooner. Deductions shall be made by the Medical Center 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.

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

3.5 The provisions of section 3.1 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 sect 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 3.1 above to a non-religious charity fund, exempt from taxation under Section 501 (c) (3) of the International Revenue Code, chosen by the employee.

ARTICLE 4.
HOURS OF WORK AND OVERTIME

4.1 Split Shifts: There shall be no split shifts except for Home Health Care employees. Efforts will be made to avoid split shifts before mandatory split shifts are required in Home Health Care.

4.2 Scheduling Day: Scheduling day is defined as an established 24 hour period with a fixed start and stop time as determined by the Department. The Department may establish other 24-hour periods based on the beginning or an employee’s shift and ending 24 hours later. Work schedules will be posted 14 days in advance of the date the schedule goes into effect.

4.3 Overtime: Hours worked in excess of eight (8) in a scheduling day, or in excess of eighty (80) in a pay period, shall be paid at the rate of one and one-half (1-1/2) times the regular rate of pay. Incidental overtime or tardiness of less than eight (8) minutes will not be counted toward the computation of overtime. All hours compensated except sick leave shall be considered hours worked for the purposes of calculating overtime. A holiday that falls on an employee’s regularly scheduled day off will be paid as additional eight (8) hours of straight time pay. This event shall not be cause of time and one-half rate.

Alternative schedules may be established by mutual agreement of the Medical Center and the Union. The Medical Center and the Union may agree upon a pattern of work schedules providing for work in excess of eight (8) hours per day and/or work weeks based on forty (40) hours per week.
4.4 Overtime Scheduling: Unscheduled overtime shall be offered to employees within the Department according to the employee’s bargaining unit seniority and who are on the premises, and who are qualified to perform the work. If no employee volunteers to work the overtime, it will be assigned on a rotation basis to the two (2) least senior employees so that the least senior employee is not forced to work additional shifts on two (2) consecutive days.

When overtime is known in advance and can be scheduled it will be posted within the department in which the overtime is available and qualified employees in order of their bargaining unit seniority will be allowed to sign up for the overtime. If no employee volunteers to work the overtime, it will be assigned on a rotation basis to the two (2) least senior employees so that the least senior employee is not forced to work additional shifts on two (2) consecutive days. A separate addendum for each department may be bargained with the Union as to how overtime will be distributed.

Overtime shifts that are posted according to this section shall have a posted date and a removal date.

Overtime shifts that are posted according to this Article, shall represent the Employer’s best efforts to ensure that the posting actually represents the needs of the facility at the time of the posting.

Department Management will make efforts not to change the posted job duties or assignment, unless Department conditions or patient needs dictate otherwise.

4.5 Call In Pay: When an employee is called into work on their regularly scheduled time off, the employee shall be paid a minimum of three (3) hours straight time pay. Casual employees shall be paid for the duration of the assignment. (Refer to Article 5.7 to see if the Unscheduled Shift Bonus is applicable.)

4.6 Work Day, Work Week: Eight (8) hours in any one day shall be the normal work day. Eighty (80) hours in any one pay period shall be the normal two week pay period. There shall be no guaranteed number of work hours for any employee. Except in emergency (unforeseen and not known in advance) situations, the Medical Center will schedule the employees at least two (2) out of four (4) weekends (Saturday and Sunday) off. In order to accomplish the above, the Medical Center may schedule non-consecutive days off during the week. The provisions of this section shall not apply to part-time employees working less than .6 FTE. Employees shall be allowed crew rest of not less than eight hours between shifts with the exception of those employees working a double shift. Employees may voluntarily waive this requirement.

4.7 Duty Assignments: An employee may be moved to any area within the department and within the job classification.

4.8 Scheduling: Exceptions to the general pattern of scheduling may be made in case of emergency, vacation fill in, or unavoidable situations where the application of the general pattern would have the effect of depriving patients of needed service. All classifications shall not be scheduled to work more than seven (7) consecutive days except
in the case of emergency. A thirty (30) calendar day notice shall be given for a permanent schedule change. A five (5) calendar day notice shall be given for any temporary changes in scheduling. Employees shall have the right to deviate from their normally scheduled shift when it is in their benefit with management approval.

4.9 **Rest Periods:** The present practice of providing a fifteen (15) minute rest period twice in an eight (8) hour shift will be continued. Such rest periods shall be assigned by the Medical Center. In so assigning rest periods so as to take place as close to the middle of a work period of four (4) hours as possible whenever possible. Except in the case of an emergency situation, rest periods will be uninterrupted.

If an employee is working more than an eight (8) hour day such employee shall receive a fifteen (15) minute rest period for each additional four (4) hours of work and a one half (1/2) hour meal break for each additional eight hours of work.

4.10 **No Pyramiding Clause:** Overtime payments shall not be duplicated for the same hours worked under the terms of this contract, and to the extent that hours are compensated for as overtime rates under one provision, they shall not be counted as hours worked in determining overtime under the same or any other provision. The same shall apply to premium pay, if any, so that premium pay shall not be permitted or duplicated for the same hours worked.

4.11 **Unpaid – Mandatory Time Off:** Mandatory Time-Off (MTO) will be implemented at the sole discretion of Management when necessitated by patient load or other factors associated with decreased work volume.

Mandatory Time-Off (MTO) shall not exceed more than one (1) regularly scheduled shift per Quarter of the calendar year, per individual employee. MTO hours do accrue benefits but do not count toward the computation of overtime.

All other preventive measures will be taken by management before the Mandatory Time-Off (MTO) clause is implemented. These measures shall be implemented in the following order:

1. Voluntary Time-Off (VTO).
2. Any employees working above their FTE shall be reduced.
3. Employees to be reassigned to other areas within the department in which they are capable and qualified to work.
4. Casual Employees shall be eliminated.

The employer may request that an employee when placed on Mandatory Time-Off (MTO) be available to work if the need arises. If an employee is called back to work from MTO, this time off period will be counted against the quarterly allotment. This clause will supersede the On-Call/Off Premise clause and not qualify an employee for one (1) day of On-Call compensation.
Voluntary Time-Off (VTO) as used in #1 above and other areas of this contract shall be defined as: Voluntary Time-Off with approval. Seniority shall govern VTO regarding full shift VTO. VTO hours do accrue benefits but do not count toward the computation of overtime.

4.12 On Call – Off Premises: The Employer may assign On Call – Off Premises duty to employees when deemed necessary to Department operations. If a situation arises in which an employee is placed on call, but not required to stay on premises, such Groundskeeper shall be paid at the rate of $285.00 per week for that period of time assigned on call; such weekly rate may be prorated for on call duty assigned for periods of time less than 1 week. All other employees shall receive call at the hourly rate of $3.40/hr effective 04/01/2016.

On call – Off Premises and Show up pay will not be considered work hours and no overtime payment shall be made for such on call time.

4.13 Show-up Pay – When an employee reports for a regularly scheduled shift and is sent home for non-disciplinary reasons, the employee will be paid the lesser of the scheduled shifts or a minimum of four (4) hours straight time pay. Casual employees shall be paid for the expected duration of the assignment.

Home Care – If a scheduled visit is canceled by the patient and no notice of the cancellation is given to the employee every effort will be made to reschedule this time lost within the pay period. If at the end of the pay period the employee is not at his/her authorized FTE due to the loss of the scheduled visit(s) the employee will be compensated up to his/her authorized FTE. However if Voluntary Time Off (VTO) or Mandatory Time Off (MTO) is taken during this pay period employees will not be compensated for these VTO or MTO hours missed even if the employee does not meet his/her authorized FTE.

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

ARTICLE 5.
WAGES

5.1 The wage schedules for employees in the bargaining unit are contained in Exhibit A which is appended to and is part of this Agreement.

5.2 Part-time employees will be paid the hourly rate calculated on the minimum salary schedule specific above. Part-time employees will have their work hours accumulated for future increases as follows:

(a) When such accumulated hours reach the total of 2,080 hours worked, wages will be adjusted to the rate after one (1) year.
(b) When such accumulated hours reach the total of 4,160 hours worked, wages will be adjusted to the rate after two (2) years.

(c) When such accumulated hours reach the total of 6,240 hours worked, wages will be adjusted to the rate after three (3) years.

(d) When such accumulated hours reach the total of 8,320 hours worked, wages will be adjusted to the rate after four (4) years.

(e) When such accumulated hours reach the total of 10,400 hours worked, wages will be adjusted to the rate after five (5) years.

(f) When such accumulated hours reach the total of 14,560 hours worked, wages will be adjusted to the rate after seven (7) years.

(g) When such accumulated hours reach the total of 31,200 hours worked, wages will be adjusted to the rate after fifteen (15) years.

5.3 Upon the employment by the Medical Center of an employee who has had prior experience, either in some other setting or during a period of prior employment in the Medical Center, the Medical Center will review and evaluate the experience and qualifications of such employee and assign such credit as the Medical Center deems reasonable to the previous experience of the employee. For the purpose of classification of the employee under Section 5.1, Exhibit A of this Agreement relating to wages, this credit will be considered as equivalent of employment in the Medical Center.

5.4 An employee in the Food Service Worker I classification shall receive additional compensation of $.50 per hour for each hour or portion thereof, with a minimum of two (2) hours per day, such employee is assigned to perform food preparation duties falling within the generic description of short order cooking in the Medical Center cafeteria.

5.5 Team Leader: All team leader positions will be posted in compliance with Article 18.2 and an applicant will be selected based on his/her ability to perform the work required in the position. If the ability to perform the work required in the position were equal for two of more applicants then seniority would be the determining factor. The Medical Center shall have the right to make a final determination of qualifications. The applicant selected in the team leader position shall be compensated at the rate of $1.25/hour stipend plus the position's appropriate grade and step in compliance with the collective bargaining agreement.

5.6 Hazwoper: Any employee assigned or volunteering for Hazwoper Response Team shall be compensated at a rate of 1.5 times the regular rate of pay for hours worked during Hazwoper detail, or training for Hazwoper detail.

Employees called to the Hazwoper Response Team shall receive a minimum of two (2) hours of Hazwoper pay. Should the employee work over two (2) but less than four (4) hours, the employee shall be entitled to four (4) hours of Hazwoper pay. Should the employee work more than four (4) the employee shall receive eight (8) hours of Hazwoper pay.
5.7 Unscheduled Shift Bonus: Full-time employees working an unanticipated double shift, and full-time employees called in from home on their regularly scheduled day off shall be paid unscheduled shift bonus in accordance with the schedule below:

- 4 hours to 5 hours, 59 minutes = $15.00
- 6 hours to 7 hours, 29 minutes = $20.00
- 7 hours, 30 minutes or more = $25.00

Full time employees who are sent home at manager’s request or approval shall receive the appropriate unscheduled shift bonus originally offered.

These bonuses shall not apply to known vacancies at the time the schedule is posted, if the employee is already on call or if the shift is worked at the employee’s request. These bonuses are non-pyramiding.

5.8 Longevity Pay: Effective April 1, 2017, employees with ten (10) consecutive years or more of service shall receive an additional ten cents ($0.10) per hour for all hours worked. Consecutive years are based on the employee’s original date of hire with the employer. Employees with twenty (20) consecutive years of service shall receive an additional thirty cents ($0.30) per hour for all hour worked, for a total of forty cents ($0.40) per hour.

Effective April 1, 2018, employees with twenty (20) consecutive years or more of service shall receive an additional ten cents ($0.10) per hour for all hours worked for a total of fifty cents ($0.50) cents per hour.

5.9 Palliative Care Certification: Nursing Assistants working in Palliative Care will receive a one-time lump sum payment of two hundred dollars ($200.00) upon obtaining his/her original Palliative Care Certification. Casual employees are not eligible for this one-time lump sum payment. Employees who have been re-certified within the previous twelve (12) months, or who become re-certified before June 30, 2015, will receive one hundred dollars ($100.00) each year of the contract the first pay period after July 1.

5.10 CSP Aides Certification: Incumbent employees, as of March 19, 2015, who become certified by passing all tests required by the employer, will receive one hundred dollars ($100.00) each year of the contract. The test will be paid for by the employer upon the employee passing the tests. Employees hired after the ratification of this agreement will not be eligible for this bonus. If any incumbent employee cannot pass the test within a year of the ratification of this agreement, they will forfeit their position. All employees must take and pass future tests required by the employer to maintain their position. Said tests will be paid for by the employer upon the employee passing the test.

5.11 Market Differential: If the Employer determines that the market for a specific job title has increased significantly, or the Employer experiences an inability to recruit or retain for a specific job title, the means by which the Employer can compensate new hires in a manner over and above this negotiated wage scales is by implementing a market
differential as outlined below. This differential is not intended as a limitation on the Employer's ability to offer relocation plans and other limited programs to ensure the ability to attract new employees.

- The differential will be given to all in the job title and new hires within that same job title.
- The differential will be a flat rate paid on hours paid.
- The differential will not be part of base salary.
- Annual increases are calculated on base salary only.
- Once implemented, the market differential will remain in pace for a minimum of two (2) years before it can be reduced or eliminated. The Employer shall notice the Union in writing (U.S. Mail or email) at least 90 days prior to any reduction or elimination of the market differential.
- The Employer maintains the right to eliminate or reduce this market differential at any time for new hires.
- Per the FLSA, this market differential will be included when determining the regular rate of pay for the calculation of overtime.

5.12 Groundskeeper: Effective April 1, 2018, employees with the title of Groundskeeper will receive an additional twenty-five cents ($0.25) per hour for all hours worked.

ARTICLE 6.
SHIFT DIFFERENTIALS

6.1 Shift differential shall be paid for all hours worked except for hours worked between 7:00 a.m. and 4:00 p.m. For shifts ending at 7:30 a.m., there shall be paid shift differential pay up to 7:30 a.m. For shifts ending at 4:30 p.m., there shall be no shift differential pay after 4:00 p.m.

(All shifts start times of noon or after shall receive shift differential from 3:00 p.m. on.)

(All shifts start times prior to noon shall receive shift differential as per current contract language)

The shift differential will be one dollar and thirty cents ($1.30) per hour. Effective October 1, 2019, the shift differential will be one dollar and thirty-five cents ($1.35) per hour.

6.2 If a benefit eligible employee works a straight shift (evening, nights or combination of such), that employee shall be paid the shift differentials for holiday, vacation and personal holiday benefit hours.

6.3 Employees working weekends shall be paid a weekend differential of seventy-five cents ($0.75) per hour for all hours worked; other applicable premiums shall continue to be paid. Hours worked shall be defined as scheduled hours beginning with 2300 hours on Friday and concluding with the last shift on Sunday night.
Effective October 1, 2019, employees working weekends shall be paid a weekend differential of eighty cents ($0.80) per hour for all hours worked; other applicable premiums shall continue to be paid.

**ARTICLE 7.**
**HOLIDAYS**

**7.1** The following days shall be considered holidays for full and part time (0.6 FTE and above) employees:

- New Year’s Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving Day
- Christmas Day

**7.2** Such holidays shall be observed on the days designated by the Minnesota Statues, except Independence Day shall be observed on July 4th, Christmas Day shall be observed on December 25th and New Year’s Day shall be observed on January 1st. Qualifying employees (0.6 FTE and above) who work a holiday will receive holiday pay at their regular rate of pay (not to exceed eight hours of pay) or another day off with pay (day off within 4 week period before or after the holiday based upon seniority, management approval, and work loads), and shall in addition receive one and one-half (1½) times their regular rate of pay for all hours worked on such holiday. Part-time (under 0.6 FTE) and casual employees who work any of the holidays listed above shall be paid at the rate of time and one-half (1-1/2) for all hours worked on such holiday.

Employees working the afternoon shift on Christmas Eve will be paid time and one-half (1 ½) for all hours worked between 3:00 pm and 11:30 pm.

If a holiday falls on a qualifying employee’s regularly scheduled day off, the employee shall receive eight (8) hours regular pay. These hours of pay shall be prorated for authorized FTE.

If a holiday falls within an employee’s vacation, one (1) day shall be added to the vacation. Holidays that fall on an employee’s scheduled day off will be paid at the straight time rate in addition to all hours worked.

**7.3** Each qualified employee (0.6 FTE and above) shall earn one personal holiday for each 2,080 hours worked, or in cases of employees having five (5) or more years of qualifying service, for each 1,040 hours worked. This holiday may not be carried over a break in service. No more than three (3) personal holidays (a maximum of 24 hours) may be accumulated.

A personal holiday not taken shall expire upon termination of employment, and no payment need be made for such holiday.
Selection of a personal holiday shall be made with advance notice to the Medical Center, considering the circumstances, and consent of the Medical Center to such holiday shall not be unreasonably withheld.

Employees may choose Holidays and Personal Holidays along with their vacation during the vacation bidding process.

7.4 Holiday benefit will not be granted for holidays when the employee was absent on the day immediately preceding or the day immediately following the holiday, if scheduled to work, unless the employee provides a physician, or attending practitioner verification of the reason for absence, if requested.

ARTICLE 8.
VACATIONS

8.1 Employees (0.5 FTE and above) who have been continuously employed for the number of hours paid indicated below shall receive annual vacation hours with pay for the number of vacation hours indicated below. Such vacation hours shall appear on employees' paycheck stubs as they are accrued each payroll period) the accrual change is effective 4/1/2005).

<table>
<thead>
<tr>
<th>Hours Paid</th>
<th>Vacation hrs/yr</th>
<th>Accrual/hr</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 – 2,080 (during the 1st year)</td>
<td>40</td>
<td>0.0193</td>
</tr>
<tr>
<td>2081 – 8320 (during the 2nd through 4th year)</td>
<td>80</td>
<td>0.0385</td>
</tr>
<tr>
<td>8321 – 18,720 (during the 5th through 9th year)</td>
<td>120</td>
<td>0.0577</td>
</tr>
<tr>
<td>18,721 – 29,120 (during the 10th through 14th year)</td>
<td>160</td>
<td>0.0770</td>
</tr>
<tr>
<td>29,121 – 39,520 (during the 15th through 19th year)</td>
<td>168</td>
<td>0.0808</td>
</tr>
<tr>
<td>39,521 – 49,920 (during the 20th through 24th year)</td>
<td>176</td>
<td>0.0847</td>
</tr>
<tr>
<td>49,921 + (during the 25th and subsequent years)</td>
<td>200</td>
<td>0.0962</td>
</tr>
</tbody>
</table>

All hours compensated up to eighty (80) per pay period shall count toward both the above “hours compensated” and “vacation hours.”

8.2 Eligibility for vacation shall be determined as of the anniversary date of employment.

8.3 During completion of the first full year of continuous service averaging at least half time and after completion of at least 1,040 compensated hours as a part-time employee, vacation benefits shall be granted a part-time employee on a prorata basis as a percentage of the vacation allowed a full-time employee. Vacation time off work, as distinguished from vacation pay, shall be weeks off schedule to which an employee is entitled under Section 8.1 of this agreement.

8.4 An employee who has worked continuously for at least five hundred twenty (520) hours will be granted a vacation with pay, according to the vacation schedule (also see Article 19.3, Probationary Period).
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 (12 months) shall have deducted from the terminal paycheck, any vacation pay which may have been paid by the Employer.

8.5 All requests for vacation must be submitted in writing to the office designated by the Medical Center. Selection of vacation time off will be based on bargaining unit seniority within each department during the annual vacation bid process which is to be completed by May 1 of each calendar year; after which time requests will be handled on a first-come, first-serve basis. During the annual vacation bidding process, employees may bid their full annual accrual plus forty (40) hours, and any remaining time will be on a first-come-first-serve basis after the annual vacation bidding process. Employees will be offered any open days in the time frame requested, in accordance with this Section 8.5. The immediate supervisor/manager or designee shall retain documentation of the requested time off along with the approval/denial of such requests.

If an employee transfers to another department after the annual vacation bidding process, such employee’s vacation shall be scheduled in accordance with the vacation available within the department into which the employee has transferred. The Medical Center reserves the right to cancel an employee’s requested vacation dates, subject to the foregoing seniority rules, in cases of emergency.

8.6 Vacation days not bid during the annual bidding process, that are carried over to use throughout the year, may be used for single day requests. Subject to staffing requirements, such vacation requests may be taken on a Friday, Saturday or Sunday for which the employee was scheduled to work so long as a replacement for the employee is available at straight time rates of pay. This section shall not apply to vacation time selected by the employee pursuant to Section 8.5.

8.7 If an employee becomes ill or is injured during his/her vacation period and wishes to avail himself/herself of any unused sick leave benefits as provided for the balance of the unused vacation, he/she may elect to use such sick leave benefits instead of vacation benefits during the period of illness or injury so long as such illness or injury is verified by a physician’s statement or a hospital report.

8.8 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.

8.9 Vacation pay shall be calculated upon the employee’s basic hourly rate as set forth in the wage table exhibits.

8.10 Employee vacation replacement will be the sole responsibility of the Employer, not the employee, prior to posting of the work schedule. Once the work schedule is released the employee then becomes responsible.

8.11 Vacation Sellback: Employees may, once each contract year and by mutual agreement with the Employer, be paid vacation time in lieu of vacation time off up to 50% of one year’s accumulation, with the following conditions:
a. This section does not apply to vacation time which has already been requested and scheduled as approved.

b. Payment for such vacation hours shall be included in a regular payroll check and shall not be counted in the calculation of overtime.

c. The request for paid time in lieu of vacation time off must be in full shift increments and with a 16 hour minimum.

ARTICLE 9.
Paid Time Off (PTO)

9.1 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.

9.2 Employees hired after the June 11, 2012 and who are hired with an authorized FTE of 0.5 or greater will participate only in the PTO Program.

Grandfathered employees with an authorized FTE of 0.5 or greater and who are earning vacation benefits and sick leave under Articles 8, Vacations and Article 10, Sick Leave are not eligible to participate in the PTO Program. However, such grandfathered employees will be afforded an opportunity to convert to the PTO Program. If elected, this one time conversion shall take place no later than within ninety (90) days after ratification of this agreement. Employees electing to convert will sign a document acknowledging this choice and payroll will indicate the effective date of the conversion. In most cases, the conversion will be effective the following payroll period.

PTO accrual is based upon actual hours worked. Payment of PTO will be made at the employee’s regular rate of pay. Accrual of PTO commences upon hire. Employees are eligible to use accrued PTO immediately.

9.3 (Accruals)

<table>
<thead>
<tr>
<th>Years Of Service</th>
<th>Accrual Rate</th>
<th>1.0 FTE Annual Accumulation (in eight – hour 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>
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<td>0.10000</td>
<td>26</td>
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<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.

9.4 (Requests) Requests for PTO must be submitted to the employee's immediate supervisor as far in advance of the requested time off as possible. The immediate supervisor shall respond to requests for time off in advance of the date(s) requested, in accordance with department guidelines. The immediate supervisor/manager or designee shall retain documentation of the requested time off along with the approval/denial of such requests.

In the event of an unexpected illness or emergency, the employee is expected to provide as much notice as possible. Management may limit the granting of PTO to assure proper staffing levels.

Notwithstanding the above, approval of PTO requests will be based upon total seniority within each department according to departmental guidelines, and will be coordinated with requests for Vacation time off from those employees covered under the Article 8 (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.

9.5 (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.

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.

9.6 (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>
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<tr>
<td>8 – 11</td>
<td>60%</td>
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<tr>
<td>11 – 14</td>
<td>80%</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.

9.7 (Bonus) Employees with an authorized FTE of 0.5 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)

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

9.9 An 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 (1 ½) 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 9.6.

- 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 9.3 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.

ARICLE 10.
SICK LEAVE

10.0 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 sick or injured. Abuse of sick leave shall be grounds for discipline, including discharge of an employee. It is also understood that abuse of sick leave is a hardship to co-workers and constitutes a financial hardship to the Medical Center. For these reasons the parties have incorporated into this agreement the following program in an attempt to control inappropriate use of sick leave and benefit the vast majority of the employees who do not abuse the sick leave.
10.1 Sick Leave Policy: The employer shall follow all applicable state and federal laws regarding the use of sick leave. Full-time and part-time employees will become eligible for legitimate sick leave use after completing five hundred-twenty (520) hours of employment. At that time, three (3) days of such leave will be credited to the employee. After that, full-time employees will accumulate sick leave at the rate of one (1) day per month or twelve (12) days annually. Part-time employees will accumulate sick leave on a prorated basis based upon the full-time rate. Accumulated sick leave may be carried to the credit of an employee from year to year. The maximum accumulation of sick leave shall be ninety (90) days. Employees who experience the need to use sick leave on a consistent basis for legitimate reasons, may be required to be assessed for Intermittent FMLA leave.

10.2 The Employer shall compensate employees on an annual basis, for those days accrued under Section 10.1 at a rate of $10.00 per unused day. This is provided that the employee is not in violation of Article 10 and in the discipline process. The maximum number of days that will be eligible for the wellness incentive is twelve (12). This shall be paid only to those employees on the payroll on June 30 and is not paid or prorated for terminating employees who terminate at other times during the year.

10.3 As soon as practicable following July 1 of each contract year, each employee shall be notified by the Employer of the number of hours the employee has accumulated as of June 30 of that same year.

ARTICLE 11.
ATTENDANCE, DISCIPLINE AND TERMINATION OF EMPLOYMENT

11.1 Upon completion of the probationary period, employees shall be disciplined, suspended, or discharged only for Just Cause. It is mutually understood and agreed that the concept of progressive discipline shall be recognized in implementing and administering disciplinary procedures. It is further understood that potentially serious violations of policy or work rules may dictate discipline outside the normal progression. The normal progression shall include Verbal Warning, Written Warning, Unpaid Disciplinary Suspension(s), and Termination.

Verbal warnings shall be documented in the employee's file and shall be kept active for twelve (12) months, after which time if no further like infractions occur, they cannot be used in any further discipline

Written warnings shall be documented in the employee's file and shall be kept active for twelve (12) months, after which time if no further like infractions occur, they cannot be used in any further discipline.

Notices of suspension and notices of termination shall become a part of an employee's personnel file.

The employee shall receive a copy of such warnings and/or notices, and a copy shall also be forwarded to the Union. Any form of discipline so documented shall be subject to the grievance procedure.
11.2 Attendance: Full-time and part-time employees shall adhere to the guidelines set forth below. The parties to this agreement recognize that reliable attendance is an essential element of a productive work place and contributes positively to the relationship between co-workers and the financial well being of the institution. The parties recognize that sick leave is a benefit accorded those employees who are actually sick or injured such that they cannot perform their duties and that those few who claim the benefit of sick leave without being sick or injured impose a hardship on the majority of the work force. Therefore, the following program is incorporated into this agreement for the benefit of the great majority of employees and the institution, in an effort to control inappropriate use of sick time.

11.3 Attendance records will be maintained on each employee by the appropriate supervisor and periodically reviewed with the employee. Employees who demonstrate probable cause for inappropriate use of sick leave or absent hours and sick non-paid hours, may be subject to any of the following disciplinary steps: Verbal warning; Written warning; Single-day unpaid disciplinary suspension, Final Written Warning; Termination from employment. A copy of the written warning will be forwarded to Employee and Labor Relations and any discipline beyond a written warning shall be done in consultation with Employee and Labor Relations. For the employee being disciplined for inappropriate use of sick leave, the Employer shall determine discipline. The Employee being disciplined for use of absent hours and sick non-paid hours in a twelve (12) month period, the supervisor will draw up a corrective action plan at each step in the disciplinary process.

11.4 While not required, a Physician’s statement regarding illness will be accepted as proof of illness when the employee has sick time. Any employee, who has satisfied the probationary standard, who uses up their sick leave and does not currently qualify for FMLA, shall be eligible for a medical leave of up to twelve (12) weeks which shall be governed as if the employee was under FMLA with return to work governed under paragraph V (Reinstatement for employees) of the Essentia Health Policy (EH – A1011) on Family and Medical Leave (FMLA) dated 1/26/2012.. This leave may, on a case by case basis, apply to intermittent FMLA. This leave shall not apply to persons who have used up their FMLA. In addition, this leave shall be administered through SMDC Human Resources Department in that manner as FMLA is currently administered. (Refer to Article 12 for additional information pertaining to Leaves of Absence.)

ARTICLE 12.
FMLA AND OTHER LEAVES

12.1 A leave of absence without pay may be granted for the following reasons, and for the period of time as herein specified:

Leaves in accordance with the provisions of the Family Medical Leave Act:

(a) For personal illness, a period of up to twelve (12) weeks in accordance with the Family and Medical Leave Act.
(b) For serious health condition of a dependent as defined by the Family and Medical Leave Act for up to twelve (12) weeks in accordance with the Family and Medical Leave Act.

(c) Family/Parenting Leave will be granted for the birth of the employee's child and to care for that child or the placement of a child with the employee for adoption or foster care. These leaves must be concluded no later than twelve (12) months after the date of the birth or placement for adoption (except that, in the case where the child must remain in the hospital longer than the mother, the leave may begin up to six (6) weeks after the child leaves the hospital). The length of such leave shall not exceed six (6) calendar months inclusive of any paid sick days, vacation, excluding, however, time covered by a medical leave of absence for a condition related to pregnancy.

(d) The maximum time off for leaves described above, in a 12-month period, is the greater of the amount allowed under a specific leave or twelve (12) weeks when combined.

Other Leaves:

(e) For death in the immediate family (parents, brothers, sisters, sons, daughters, husband, wife, stepchildren), a period not to exceed thirty (30) days.

(f) For other reasons at the discretion of the Administration.

12.2 If allowed by the carrier, and for a time period not to exceed ninety (90) days, in any month in which an employee insurance participant is on leave of absence, such employee shall be permitted to maintain insurance coverage provided that on or before the 15th day of the month or such earlier premium payment date as may be established by the carrier, such employee pays to the Medical Center the full cost of the premium for the insurance coverage of that employee for the month next ensuing. For those leaves covered by the Family and Medical Leave Act, the Medical Center will maintain the employee's group health insurance as if the employee has been continuously employed during that period of up to twelve (12) weeks.

12.3 Requests for all leaves of absence shall be reduced to writing and shall be approved by the Director of Labor & Employee Relations or a duly appointed designee.

12.4 Effective May 1, 2015, employees will be required to use available paid time off (vacation, sick, PTO) for the duration of any approved full Family Medical Leave (FMLA) but may retain a balance of forty (40.0) hours of paid time off.

Effective May 1, 2015, 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).

12.5 For leaves other than FMLA, see Article 20.5
12.6 For leaves prior to one (1) year of service, see Article 11.3.

12.7 The Essentia Health Policy (EH – A1011) on Family and Medical Leave (FMLA) dated 1/26/2012 shall govern leaves of absence under this collective bargaining agreement except for areas specifically addressed elsewhere in this collective bargaining agreement and those items listed below. It is agreed to by the Union and the Employer that the policy is applicable to Local 70 members and can not be changed without approval from the Union during the term of this agreement.

A. Any employee who uses up their leave under FMLA shall be granted up to an additional twelve (12) weeks of leave if needed. This extension is contingent upon Physician verified medical necessity and does not apply to “intermittent FMLA.” Employees would have to pay for their own insurance overage during this extended leave. The employee’s continuous service shall not be broken during this extended leave and the employee may return to his/her former position if vacant or a substantially equivalent position if one is available. The employer shall not unreasonably withhold this additional leave.

B. Employees returning from leaves will be required to meet current qualifications and competencies of either their past position or any new position that they may assume. This paragraph is to ensure that returning employees will be required to maintain various certification and registrations and remain current.

C. Any employee who exhausts the protections under paragraph A above, shall be granted medical leave up to 12 months inclusive of any other paid or unpaid leave time and if during this period is released to return to work, shall be placed in any open position for which they are qualified and can prove competency, or if no such opening exists shall be given the next available position.

In Section V Reinstatement of employee paragraph A of the Essentia Health Policy (EH – A1011) on Family and Medical Leave (FMLA) dated 1/26/2012, the phrase “in most cases”, refers to those situations where the position is still in existence and has not been eliminated due to a change to the operating model.

ARTICLE 13.
FUNERAL LEAVE

Full-time employees and part-time employees regularly scheduled to work twenty-four (24) or more Hours Per Week shall be granted Funeral (ceremony) Leave with pay (up to three (3) days per death). This leave is to benefit employees who have lost a spouse, parent, parent-in-law, Grandparent, Grandchildren, Brother, Sister, child, step-brother, step-sister, step-sons, step-daughter, brother-in-law, sister-in-law, son-in-law, daughter-in-law, for the purpose of attending the funeral and/or death related event. While not required, proof of death may be requested at the discretion of the Employer, (for example the obituary or the pamphlet from the service). The days off under this provision must be consecutive calendar days and one (1) day of the three (3) days must be the day of the funeral. However, there may be situations for which non-consecutive funeral days are appropriate and may be granted, at the discretion of the Employer and will not be unreasonably withheld. In addition, upon request, an employee may be granted leave as above for death of persons not covered
by this section but must use vacation, personal holidays, or PTO hours if available. If those hours are not available, then the leave may be unpaid.

Part-time employees shall be paid at the regular rate of pay for the number of hours for which the employee is normally scheduled to work on the days of the leave.

Other paid leave will be granted if needed. The request for additional time must be made in writing. Employees may use paid time (vacation, personal holidays) or take the leave unpaid. If the additional time off requested exceeds five (5) days, the employee will need to apply for a personal leave of absence. The parties agree that time off granted under this provision will not be utilized in the discipline of employees for excessive absenteeism. Funeral leave may be substituted for previously scheduled vacation or personal holiday time.

The Medical Center will make every attempt to accommodate cultural diversity for those qualifying for Article 13, Funeral Leave.

ARTICLE 14.
JURY DUTY

In the event an employee is called for jury duty, the employee shall notify his/her supervisor.

Employees who are on Jury Duty (which means they receive the notice by mail and are required to call in periodically to determine if they are to report for Jury Pool), shall report to work at appropriate shift. If it is then necessary to call in, a phone shall be provided at the appropriate time to allow the employee to make the call. If the employee is not required to report to be in the Jury Pool, the employee shall remain for the regularly scheduled shift.

If an employee is in a Jury Pool, (which means called to report to the courthouse), upon release from the pool, the employee shall promptly call the medical center and, if requested, report for the remainder of a scheduled shift. If an employee is in Jury Pool, the employee need not report for a scheduled shift that conflicts with the Jury Pool time, prior to the reporting to the courthouse. (Example: Jury pool starts at 9 a.m. and the employee is scheduled for the early day shift, that employee need not report to SMMC work prior to the courthouse. However, once Jury Pool is excused, the employee must call the medical center and if requested, report to work to complete the scheduled shift).

If an employee is on Jury Service, (which means scheduled to sit or be an alternate on a jury), the employee will communicate daily with the manager to inform the manager of his or her status.

An employee who normally works the evening or night shift and is in a Jury Pool or on Jury Service will be excused from work on the same day as the Jury Pool or Jury Service and will be reimbursed for such Jury Duty in the same manner as an employee who works the day shift. If the employee works a straight shift (evenings, nights, or a combination of such), the appropriate shift differential will be included in such payment.
A regularly scheduled employee with Jury Service or in a Jury Pool, shall be paid the difference between amounts received by the employee from the judicial authority and the straight time, day shift rate of pay the employee would have earned, not including mileage or expenses and only for the days that are reimbursed.

If an employee is asked, required or summoned to testify by the SMDC organization, the employee will be paid at his/her rate of pay for the hours spent traveling and participating at the hearing. These hours will be hours worked for the purposes of computing overtime. Additionally, mileage from the workplace to the hearing and back will be paid the employee as appropriate. The mileage shall be counted from the SMMC site of employment to the courthouse and back.

ARTICLE 15.
HEALTH AND SAFETY

15.1 The Medical Center will adhere to guidelines as required by Occupational Medicine (Occ-Med) and appropriate infection control protocol and OHSA guidelines, at no cost to the employee.

15.2 The Medical Center will pay for work-related medical services and medication for employees who require immediate medical attention or who are referred by Management to seek the immediate services of SMMC Emergency Department, DC Occupational Medicine or Urgent Care for a work-related injury/illness.

Routine adult immunization will be provided as determined by SMDC Infection Control in accordance with OSHA and CDC recommendations. The Medical Center will pay for required immunizations and immunity testing.

In the event an employee has a confirmed work-related exposure for which preventive medicine is indicated per CDC or OSHA guidelines, the Medical Center will pay for the required medication.

In the event an employee sustains a confirmed (per CDC guidelines) work-related exposure to a HIV, Hepatitis B or Hepatitis C positive source, the Medical Center will pay for Post Exposure Prophylaxis medications as prescribed by the SMDC Epidemiologist or, in his/her absence, the on-call Infectious Disease Physician.

Results of the employee’s post-exposure testing will be maintained in the employee’s medical record and will not be part of the employee’s personnel file.

ARTICLE 16.
UNIFORMS

16.1 The Medical Center will furnish uniforms and launder the same, without charge, for the employees in the following groups: nutrition services workers, nursing assistants, patient transport, environmental services workers, laundry workers, and laboratory helpers.
The uniforms shall consist of apron, protective clothing, white pants and jacket, long white coat, or such other uniform as is customary to the department or occupation and shall be selected by the Medical Center only on the conditions outlined below.

**Groundskeepers:** For the cold weather season, the Employer will provide the Groundskeepers with uniforms appropriate for the weather for use only while working for SMDC. The uniforms will include cold weather overalls, jackets, hats, gloves and boots. The quantity, style and replacement of these uniforms will be at the sole discretion of the Employer.

EVS Wastestream: The Employer will continue to provide the outside cold weather gear it currently provides.

**16.2** All employees will be required to wear the uniforms while on duty. Upon termination of employment, such uniform or uniforms then in the possession of the employee must be returned in good condition to the supervisor of the department in which such employee is employed before the final wage payment will be issued and made to the employee. If the uniforms are not so returned, the cost of missing or seriously damaged items will be deducted from the employee’s final wage payment.

**ARTICLE 17. RETIREMENT**

17.1 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, January 1st to December 31st, and are employed by the Employer on the last day of the Plan year (December 31st). 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 (those who have been employed for one year and worked at least 1,000 hours), the Employer agrees to contribute a minimum of five percent (5%) of each participant’s 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.

17.2 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 April 1, 2005, 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.
17.3 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 18.
GROUP INSURANCE

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

18.2 Additional Life Insurance: Eligible employees, at their own option and expense, and subject to the rules and limitations of the carrier, may purchase additional insurance in accordance with the schedule of insurance benefits outlined and published in the Medical Center's Life Insurance booklet.

18.3 Health Insurance: Beginning the first of the month following sixty (60) days of employment, employees whose official FTE is .6 or above are eligible to participate in the SMDC insurance plan.

18.4 For the 2017 plan year (January 1, 2017 through December 31, 2017) and subsequent years, all employees covered under this collective bargaining agreement shall have the option to be enrolled only in plans made available to non-contract employees. SMDC shall pay eighty-five percent (85%) of the cost of the Single health insurance and seventy-five percent (75%) of the cost of the Family and Single Plus 1 health insurance for the health insurance plan years 2015 and 2016. However, SMDC shall have the right to change the insurance program and/or select an alternate carrier during the term of this agreement. Commencing with health insurance plan year 2017, and all plan years thereafter, SMDC shall have the right to change the premium structure, change the insurance program, and/or select an alternate carrier. The parties have agreed to meet and confer prior to the effectuation of substantive change.

18.5 Dental Insurance: The Medical Center shall provide at its expense single dental insurance coverage to eligible employees. For purposes of this section, an eligible employee means an employee normally scheduled to work twenty-four (24) or more hours per week. The coverage shall become effective on the first of the month following successful completion of 90 days of employment upon entering or returning to an eligible status. The coverage shall be subject to the terms of the insurance policy and the rules of the insurer.

18.8 The Medical Center will make insurance available for terminated employees to the extent required under State or Federal law.
18.7 If allowed by the carrier, and for a time period not to exceed ninety (90) days, in any month in which an employee insurance participant is on leave of absence, such employee shall be permitted to maintain insurance coverage provided that on or before the 15th day of the month, or such earlier premium payment date as may be established by the carrier, such employee pays to the Medical Center the full cost of the premium for the insurance coverage of that employee for the month next ensuing.

18.8 The Medical Center will continue to furnish its portion of the hospitalization and life insurance coverages for any employee temporarily absent due to any disability (occupational or non-occupational) for a period of three (3) calendar months after the termination of the calendar month in which the employee becomes absent because of such disability.

18.9 The Medical Center shall enroll all eligible full-time and part-time employees who are 0.6 FTE (48 hours/2 weeks) or greater in a Long Term Disability insurance program. The Medical Center will pay 100% of the premium for this insurance.

ARTICLE 19
JOB VACANCIES, POSTINGS AND TRANSFERS

19.1 Vacancies: When a vacancy occurs in any classification covered by this agreement, employees within the department for which the vacancy occurs, shall in order of their bargaining unit seniority be allowed to bid for the position. The senior qualified employee bidding the position shall be awarded the position. If no employees within the department bid for the position, other employees of other departments covered by this agreement shall be given the opportunity to bid for the position. The senior qualified employee for another department shall be awarded the position. If there are no inside applicants as defined above, the Employer may hire any other applicants for the position.

19.2 Postings of Vacancies: All vacancies shall be posted* for five (5) calendar days within the department for which the vacancy occurs. In addition, Employees are encouraged to subscribe to receive email notification of vacancies using the Essentia Health online job vacancy search engine. If no internal applicants within the department bid the position, the position will be posted in the other departments covered by this agreement for a period of another five (5) calendar days so interested employees in other departments can bid for the position. The posting will list all requirements for the position as well as the number of hours, shift assignment and all other relevant information pertaining to the position. No outside applicants may be hired if any internal qualified employees bid for the position. For purposes of this section a calendar day is defined as Monday through Friday.

*A log-type system, as used in Environmental Services and Nutrition Services will meet the posting requirements.

19.3 Trial Period: The first thirty (30) calendar days in a new classification or department shall be considered a trial period, during which time the employee may opt back to his/her former position. Likewise, if the Employer has justifiable reason why the employee
is not performing to standard, and after prior notification to the employee that the work is sub-
standard, the Employer may then require the employee to return to his/her former position.

19.4 The Medical Center will provide bulletin board space for posting meeting notices and related materials. All seniority lists and job vacancies as provided for in this article will be posted upon such bulletin boards as may be mutually agreed upon by the parties hereto.

19.5 Any employee may be temporarily (90 days or less in any twelve month period) transferred from one department to another 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 his/her scheduled employment, then such employee shall receive such higher rate during the time when he/she is so employed in such higher rated job.

No employee may be permanently transferred from one department to another without such employee's consent. In the event an employee consents to such transfer, said employee shall have the rights of the provisions as defined in 19.3 above.

19.6 Employees transferring to a new department, but in the same wage grade, will have their wage step and advancement process maintained as before the transfer. Employees transferring to a new wage grade will be paid on the same step of the new wage grade and will not lose any increment hours for advancement as a result of the transfer.

19.7 The Employer shall notify the Union of changes to the duties in any job or the creation of a new job. The Employer shall propose the level of pay to the changed or new job and notify the Union of such. If the Employer changes the qualifications of the job, incumbent employees shall be grandfathered in under the qualifications in place when he/she started the job. Employees shall be given reasonable time to obtain the new qualifications.

Each employee shall receive a copy of his/her job description for review at the time of his/her performance evaluation.

ARTICLE 20.
SENIORITY/PROBATIONARY PERIOD

20.1 Definitions:
Subd.1 Bargaining unit seniority shall be defined as the employee's total compensated hours (to a maximum of eighty (80) hours per pay period) from the most recent date of hire in the bargaining unit, regardless of any changes in classification.

(a) Any temporary reduction of hours due to medical reasons, family leave, or any statutory requirement shall not affect an employee's seniority. Such employee's seniority will be based on their authorized FTE status.

(b) If an employee is forced to reduce hours due to a work related injury on a permanent basis, that employee shall maintain the FTE status previously held for the
computation of seniority hours from that point forward, unless they take a new position with equal or greater FTE status.

Subd.2 The total compensated hours with the Medical Center in any capacity shall be used in the calculation of benefit accrual.

Subd.3 Seniority by Hours list shall be posted in each department and the main employee bulletin board no later than February 1, and August 1 of each year.

20.2 Application of Seniority:

Subd.1 Bargaining unit seniority within each Department shall apply to all applications where seniority is used, including filling of vacancies, lay-offs, recall from lay-off, overtime, vacation and holidays.

Subd.2 For the purposes of filling vacant positions and lay-off, the following departments within the bargaining unit are hereby established: Environmental Services, Laundry/Linen, Grounds, Surgical Services, Hospice Home Care, Nursing, Emergency Care & Trauma Center, Patient Transportation, Physical Medicine and Rehabilitation, Pharmacy, Materials Management, Parking and Nutrition Services. For the purposes of filling vacant positions only, Outpatient Surgery shall be considered part of the Nursing department. Departments may be reviewed and modified by mutual agreement of the Labor Management Committee.

Subd.3 The definition of department in Subd.2 may be modified for the purpose of administering overtime, vacation, and holidays.

20.3 Probationary Period: The first five hundred twenty (520) hours shall be considered the probationary period. Probationary employees may have their employment terminated with or without cause. The Employer may extend this probationary period upon mutual written agreement between the Employer and Union. After satisfactory completion of the probationary period, the employee shall have seniority dating back to the original date of hire. Vacation hours and sick hours accrue during the probationary period; however, those benefit hours are not available until after successful completion of the five hundred twenty (520) hour probationary period. During the probationary period, employees may bid only on other job titles (classifications) within their department (for Nursing Dept. it is within the unit, for Surgical Services it is within the work area), as established in Section 20.2, Subd.2.

20.4 Termination of Seniority: An employee’s seniority shall terminate for any of the following reasons:

(a) Voluntary quit.

(b) Discharge for cause.

(c) Failing after two (2) calendar weeks to report for work after lay-off upon receipt of notice by registered or certified mail, or by failing within one (1) calendar week after receipt of recall to inform the Medical Center of his/her anticipated date of reporting to work.
(d) Employment by any other Employer during a leave of absence.

(e) Lay-off which continues for more than one (1) year as defined in Article 21.5.

(f) Failure to apply for re-employment within statutory limitation after other than a dishonorable discharge from military service.

(g) Failure to report for work without calling in three (3) consecutive days, the employee shall have been considered to have voluntarily resigned from employment. However, if the employee can thereafter furnish the Medical Center with reasonable proof of illness, unforeseen emergency, or other justifiable reason why the employee could not report for work as scheduled and could not give timely notice to the Medical Center, then the employee shall be reinstated without back pay and without any break in the employee’s service records.

(h) Failure to return to work after an authorized leave of absence by the date called for on the leave or extension if applicable.

(i) Accepting a position outside the bargaining unit.

20.5 Other: Other leaves of absence (employer granted) not covered by statutory provisions or other provisions of this Agreement are discretionary leaves subject to management approval. Employees shall have their seniority frozen and no further seniority shall accrue while on leave of absence status. Upon return to work from a leave of absence, the employee shall then continue seniority accrual from the point their seniority was frozen. This provision will not apply to FMLA (see Article 12).

ARTICLE 21.
LAY-OFF, RECALL, REDUCTION OF HOURS AND TERMINATION OF EMPLOYMENT

21.1 Reduction of Hours:
(a) No full or part-time employees shall have their hours of work reduced while any temporary or casual employees are employed in the department where the reductions are made. If the hours of an employee are reduced by twenty percent (20%) or more or affect benefit levels, such employees may consider the reduction a lay-off.

(b) Any temporary reduction of hours due to medical reasons, family leave, or any statutory requirement shall not affect an employee’s seniority. Such employee’s seniority will be based on their authorized FTE status.

(c) If an employee is forced to reduce hours due to a work related injury on a permanent basis, that employee shall maintain the FTE status previously held for the computation of
seniority hours from that point forward, unless they take a new position with equal or greater FTE status.

21.2 Lay-Off: When reduction of the work force is necessary the reduction will be made in the inverse order of bargaining unit seniority within the classification where the reduction is made. No temporary or casual employees shall continue to work or be hired while any part-time or full-time employees in the department are on lay-off status, unless the laid off employees are unwilling to work reduced hours, or are not qualified for the work that is available. Volunteers for layoff may be sought with management concurrence. Seniority for laid off employees shall continue to accrue based on the employees’ authorized FTE status.

21.3 Notification: The Medical Center shall give employee two (2) weeks notice prior to any lay-off. The Medical Center shall give employee two (2) weeks notice of recall. The Employer will notify the union of any pending layoffs two (2) weeks prior to employee notification.

21.4 Bumping Rights: An employee laid off pursuant to Section 21.1 and 21.2 of this Agreement may bump the least senior employee in the same or lower labor grade, working the same number of hours or less, provided the bumping employee has more seniority than the employee he/she will bump, and is qualified to perform the functions of the job.

21.5 Rights To Recall: All laid off employees shall have rights to recall for a period of twelve (12) months. During the initial twelve (12) months of lay-off an employee may extend this period by another twelve (12) months by submitting a written request to do so. The employee shall, during the first week after notice of recall, give the Medical Center a response of their intent to return to work.

21.6 Recall From Lay-Off: Recall from lay-off shall be in order of seniority (last laid off, first hired back). A letter of recall will be sent to the employee’s last known address on file with the Medical Center by certified or registered mail. It is the laid off employee’s responsibility to keep the Medical Center informed of any change of address while on lay-off (by certified or registered mail).

21.7 Termination of Employment: An employee shall give the Medical Center two (2) weeks’ notice for termination of employment if such employee wishes to claim terminal vacation pay. There shall be no terminal vacation pay for employees resigning with less than twelve (12) months’ service. The Medical Center shall give an employee two (2) weeks’ notice (exclusive of terminal leave) prior to termination of employment unless said termination is for misconduct. If the Medical Center requests an employee’s immediate resignation, the employee shall be paid two (2) weeks’ advance salary in lieu of notice. An employee shall not be discharged without just cause.

21.8 Disciplinary Meeting: In the event a disciplinary conference is scheduled between a supervisor and an employee following disciplinary action, or which may lead to future disciplinary action, the employee shall be entitled to have a business representative/steward of the union accompany the employee and be present during such
conference. This section shall not apply to regular performance appraisal conferences. Whenever in writing, a copy of a disciplinary action shall be furnished to the affected employee. Upon execution of this Agreement the Union shall furnish the Medical Center with a list of Union Stewards appointed by the Union to participate in disciplinary conferences. The list shall contain a sufficient number of names so that at least one listed employee is on duty at all times. The Union shall promptly notify the Medical Center of any changes to the list.

ARTICLE 22.
GRIEVANCE PROCEDURE AND ARBITRATION

Employees shall have the right to present grievances in person or through a Union representative at the appropriate step of the grievance and arbitration procedure. Any settlement reached with a grievant without the accompaniment of a Union representative shall not establish a past precedent or create a future practice upon the signatory parties hereto.

Any controversy arising out of the interpretation of, or adherence to, the terms and provisions of this Agreement shall be settled by the grievance and arbitration procedure. A grievance may be initiated by an employee, the Union, or the Medical Center.

22.1 The following steps shall be taken to settle grievances:

**Step One** Conference between the aggrieved employee and that employee’s immediate supervisor.

**Step Two** Conference between a designated representative(s) of the Union, the aggrieved employee, the acting head of the Department, and an Employee and Labor Relations representative.

**Step Three** Conference between a designated representative(s) of the Union, the aggrieved employee, the Vice President of Human Resources or a mutually acceptable designee and other designee(s) of the Medical Center.

**Step Four** (Optional) Mediation – Either party may call for mediation of the dispute by a Mediator mutually agreed upon from the local office of the Federal Mediation and Conciliation Service; both parties must agree to mediation. A recommendation for settlement of the dispute by the Mediator shall not be final and binding upon either party unless it is mutually agreed.

22.2 At Step One, a grievance may be presented orally or in writing. Any grievance carried to Step Two or beyond must be presented in writing.

22.3 Upon being presented with a grievance at Step One, the responding party shall have fifteen (15) calendar days, in which to render a response, which may be oral or written. The aggrieved party shall then have fifteen (15) calendar days from the date of receipt of said response in which to give written notice to the responding party of the intent to submit
the grievance to Step Two, if the aggrieved party desires to carry the grievance forward. This notice shall contain a brief written statement of the grievance.

The Step Two conference shall be held within fifteen (15) calendar days of receipt of said notice. The responding party shall then have fifteen (15) calendar days from the date of the Step Two conference in which to render a response, which may be oral or written. The aggrieved party shall have fifteen (15) calendar days from receipt of the Step Two response in which to give written notice to the responding party of the intent to submit the grievance to Step Three, if the aggrieved party desires to carry the grievance forward.

The Step Three conference shall be held within fifteen (15) calendar days of receipt of said notice. The responding party shall then have fifteen (15) calendar days from the date of the Step Three conference in which to render a response, which shall be written.

The Step Four mediation shall be requested within fifteen (15) calendar days of receipt of the Step Three response. Such request for mediation shall be in writing.

22.4 If the aggrieved party desires to carry the grievance forward beyond Step Four of the grievance procedure, the aggrieved party shall have fifteen (15) calendar days from receipt of the Step Four response in which to give written notice to the responding party of the intention to submit the grievance to arbitration. If within fifteen (15) calendar days after receipt of this notice the parties cannot agree on the designation of a neutral arbitrator, then the Federal Mediation and Conciliation Service shall be called upon to submit a panel of seven (7) neutral arbitrators. The arbitrators shall be selected from this panel by striking six (6) names, the first strike to be by the Union; the seventh remaining name shall be the arbitrator.

The arbitrator shall not add to, subtract from, or vary the terms of this Agreement. All decisions must be rendered in accordance with the language of this Agreement or written interpretations pertaining thereto signed by the parties to this Agreement or their representatives.

The decision of the arbitrator shall be final and binding on the Union, the Medical Center, and any employee affected in any grievance so settled. There shall be no appeal of the arbitrator's decision by any party to any court, except on grounds specified by statute.

The neutral arbitrator's fees and expenses, together with the cost of any hearing room, shall be borne equally by the parties. All other cost and expense shall be borne by the party incurring them.

22.5 No grievance other than a wage claim shall be filed or processed which is based on facts of events which have occurred more than fifteen (15) calendar days before the grievance is filed. Wage claims must be presented within fifteen (15) calendar days of receipt of the paycheck covering the period during which the facts or events occurred or the grievance will be dismissed. In no event shall the Medical Center be liable for facts or events which occurred more than thirty (30) days prior to presentation of the grievance.

22.6 Whether the grievant be the Medical Center, the Union, or an employee, if the appropriate responding party does not answer a grievance within the time set forth in this
Article, then, unless the time be extended as provided in Section 22.7, the grievance shall be denied

22.7 Any grievance which the aggrieved or defending party does not carry forward within the prescribed time limits shall automatically be closed on the basis of the last disposition, unless the parties have agreed to an extension of time. There shall be no extension of the prescribed time limits except by mutual written agreement of the Medical Center and the Union or the affected employee or as prescribed under article 22.6.

22.8 Refusal of either party to submit to or appear at grievance conferences at any stage shall result in a loss of the grievance by default of the party so absent.

ARTICLE 23.
ARBIRTRATION OF CONTRACTS, NO STRIKES OR LOCKOUTS AND BARGAINING UNIT

23.1 The Medical Center and the Union agree that negotiations work to the salutary benefits of the patients, the institution, and the covered employees. To the end of continuing and advancing these achievements, the Medical Center and the Union have agreed to this Article 23 in order to insure continuity of care without risking interruption of care or the disruption of the bargaining unit.

(a) 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.

(b) The provisions of this Article 23 shall be in full force and effect for the term of this Agreement and a two (2) year period thereafter. Following the expiration of this Agreement, the parties shall negotiate the status of this Article as to whether the provisions shall be continued, modified, or eliminated following the expiration date of this Article. If the parties are unable to reach agreement with respect to this Article, the issue may be submitted to arbitration pursuant to the provisions of this Article. The arbitrator may, in his/her discretion, delete this entire Article or continue it without modification for one additional contract term.

(c) In the event the parties are unable to agree by negotiation on the terms of a succeeding agreement to replace, modify, or change any contract agreement expiring or reopening prior to March 31, 2020, the provisions of the succeeding contract agreement shall be determined by arbitration as provided in this Article 23. Either party may submit unresolved issues to arbitration by written notice to the other party.

The Medical Center and Union shall appoint one (1) arbitrator using the process below:

Within five (5) days after submission to arbitration, the Federal Mediation and Conciliation Service shall be requested to submit seven (7) names to the parties and the parties shall
select the arbitrator from the seven (7) names submitted. The selection of the arbitrator shall be by the process of elimination, with the parties alternately striking names from the list of seven (7) names submitted until only 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. Each party share equally the fees and expenses of the arbitrator.

The arbitrator shall conduct a hearing and shall determine any unresolved issues with respect to "wages, hours and other terms and conditions of employment." Provided, however, that the arbitrator shall have no authority to change or eliminate the provisions of this Article 23 except as provided in paragraph (a). If there is a dispute as to whether an issue is within the term "wages, hours, and other terms and conditions of employment," the arbitrator shall make determination of the arbitrability of such issue; and if determined to be arbitrable, shall decide the issue on the merits, subject to review of the arbitrability of the question by any court having jurisdiction. The term "wages, hours, and other terms and conditions of employment" shall be given the same meaning for purposes of this Article as it has under Section 8(d) of the National Labor Relations Act as amended. The arbitrator shall make an award in writing and the decision shall be final and binding on both parties.

(d) The parties recognize that by custom an arbitrator is not ordinarily given power to add to or vary from the previously written contract of the parties. In this case, however, and except as limited herein, the parties expect the arbitrator to supply agreement and language of agreement in a new contract in those areas where the parties themselves have been unable to come to express agreement.

23.2 There shall be no strikes or lockouts of any kind whatsoever during the term of this Agreement. The prohibition against strikes and lockouts shall be absolute and shall apply regardless of whether a dispute is subject to arbitration under the grievance arbitration provisions of Article 22 and regardless of whether the dispute is subject to arbitration under the contract agreement arbitration provisions of Section 23.1 (b) of this Article.

ARTICLE 24.
DURATION AND RENEWAL

24.1 Except as otherwise provided in Article 23 and otherwise herein provided, this Agreement will be in full force and effect as of April 1, 2017, until March 31, 2020, and will continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate this Agreement is given by either party in writing to the other party at least ninety (90) days prior to March 31, 2020, or any year thereafter, provided either party may present counter-proposals thereto.

In case of giving of such notice to change or modify the provisions or terms hereof, this Agreement will continue in full force and effect as aforesaid except as to those provisions or terms respecting which there has been such notice of a desire to change or modify; and the parties further agree to meet and negotiate in good faith regarding any change or modification to provisions or terms so requested by either party in such notice, or otherwise to the other party, and if agreement cannot be reached under the conciliation provisions of the applicable
Federal or State law, then the parties agree that all unsettled issues will either be submitted to arbitration pursuant to agreement or statutory provisions, then the applicable provisions (if any) of the last previous agreement between the parties will continue in full force and effect as to the unsettled issues not arbitrated.

It is understood that while either party may present a proposal to modify this Agreement, and the other party shall have the opportunity to present counter-proposals, in subsequent bargaining neither party shall be limited to those propositions set forth in such proposal or counter-proposal.

**ARTICLE 25. VOLUNTEERS**

SMMC will not attempt to utilize volunteers in any manner that will displace bargaining unit employees nor create a situation that the need for additional staff will be eliminated.

**ARTICLE 26. LABOR MANAGEMENT COMMITTEE**

The parties agree that cooperation, understanding and a harmonious relationship promote efficient performance which is in the interest of patients, employees and the Employer. To this end, the parties agree to establish a labor management committee and empower the committee to discuss matters other than formal grievances which may arise and which are appropriate topics for a labor management committee meeting. The Committee shall have no authority to change existing contract language unless expressly stated elsewhere in the contract.

The committee shall meet quarterly, or on an as-needed basis not to exceed six times per year. Meetings shall follow an agenda, which shall be distributed in advance of each meeting. The committee will discuss issues but shall have no authority to modify this Agreement. The committee shall not have jurisdiction over any issues that are governed by the grievance process.

**ARTICLE 27. EDUCATION**

27.1 The SMDC Policy and Procedures for Tuition Reimbursement (Policy Number HR0020), as updated from time to time, shall apply to employees covered by this Collective Bargaining Agreement. A copy of the current policy in effect shall be made available to all employees.

27.2 It is agreed that policy number HR0020 will be followed during the term of this agreement until such time the policy is revised.
27.3 A copy of the Tuition Reimbursement/Advance Payment Policy is included in the back of the contract for reference.

27.4 If an employee chooses to utilize this Article, they must obtain information, forms and prior approval from the Organizational Learning and Development Department.

ARTICLE 28.
TECHNOLOGICAL CHANGE

In the event technological changes are introduced, the Employer agrees to discuss changes with the Union before such changes are made if a long-range reduction in hours or a layoff will result from such changes.

Further, if as a result of such changes new positions are created, preference in filling such positions shall be given to members of the bargaining unit who have been displaced. Bargaining unit employees shall be provided reasonable opportunity for training in order to qualify for the new or changed job resulting from technological changes. The Medical center shall offer such training to affected employees to the extent that an employee should be able to demonstrate “Entry Level Competence” in the first ninety (90) days.

Competency level will be monitored and signed off by both the employee being trained and the trainer at intervals throughout the first ninety (90) days in the position.

ARTICLE 29.
WAIVER

29.1 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 Medical Center and the union agree to meet and confer in an attempt to mutually agree to continue or discontinue said practice.

The following principles shall prevail in these discussions:

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

2. If agreement cannot be reached whether to continue or discontinue a practice that was agreed upon subsequent to negotiation of this agreement the employer and union reserves the right to continue or discontinue such practice.
## EXHIBIT A – WAGE SCALE

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2% Across the Board Wage Increase retroactive to 4/1/17
1.5% Across the Board Wage Increase on 4/1/18
1% Across the Board Wage Increase on 4/1/19
EXHIBIT B – WAGE GRADE WITH JOB CLASSIFICATIONS

Grade 1: Central Supply Helper, Laboratory Helper, Physical Medicine Aide, Pharmacy Helper, X-Ray Aide, Food Service Worker I, Environmental Services Employee, Nurse Helper, PT Helper, Patient Sitter

Grade 2: Food Service Worker II, Laundry Worker, Parking Attendant, Rehab Helper

Grade 3: Nurses Aide, Patient Transport Orderly, Sterile Processing Aide, Home Health Hospice Aide, Home Health Aide, Seamstress, Groundskeeper, Rehab Aide, Surgical Services Aide, Endoscopy Aide, Patient Lifter/Transport

Grade 4: Chef
IN WITNESS WHEREOF, the parties have executed this Agreement on 1st day of April 2017.

ST MARY’S MEDICAL CENTER

Diane Davidson
Chief Human Resources Officer

Sara Dorfman, Director of Employee and Labor Relations

Brenda Emerson
Snr. Employee and Labor Relations Specialist

Heather Turcotte
Employee and Labor Relations Specialist

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL 70

David B. Moreau
Business Manager

President

Linda Powers
Recording Secretary

John Blaine
Business Representative

Richard Zemanaugh
Union Steward

Cheryl Nelson
Union Steward

Shani Jackson
Union Steward

Debra K. Farmer
Union Steward

Robert R. Balchak
Union Steward
LETTER OF UNDERSTANDING

June 24, 2002

Mr. Sheldon Christopherson
International Union of Operating Engineers – Local 70
2417 Larpenteur Avenue West
St. Paul, MN 55113-5247

Dear Sheldon:

St. Mary’s Medical Center recognizes the International Union of Operating Engineers as the exclusive bargaining representative of qualifying full-time, part-time and casual employees in the Union. The intent of this letter is to outline and confirm an understanding regarding enforcement of various clauses in the contract that address the issue of “physician verification”.

At least four (4) articles address this issue with slight variations of wording including the following: Article 7.4 – “Physician or attending Practitioner”, Article 8.7 – “Physician statement or a hospital report”, Article 10.3 – “Physician’s statement regarding illness”, Article 11.6A – “Physician verified medical necessity”.

It is agreed by the parties that the definition of “Health Care Provider” as defined by the Department of Labor in the administration of FMLA is appropriate to this contract in all cases referring to this issue. This definition reads in part, “a state-licensed doctor of medicine, osteopathy, podiatrist, dentist, clinical psychologist, optometrist, clinical social worker, chiropractor, state-authorized nurse practitioner, nurse mid-wife, and any provider recognized by the group health plan.

For Local 70____Signed__________ For SMDC____Signed________

Reviewed 4/2010
LETTER OF AGREEMENT

ST. MARY'S MEDICAL CENTER, DULUTH CLINIC, hereinafter referred to as SMDC, and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70, hereinafter referred to as the Union, agree to the following:

Additional Vacation Request Process

This letter is to outline the agreement we made on June 30, 2010, to establish a tracking method for the "first come first serve" vacation requests made after completion of the annual bidding process and to develop a notification process for vacation time that becomes available after the annual bidding process. This agreement applies only to Local 70 Service Workers. See: Art. 8.5 (Vacations) of the Collective Bargaining Agreement ("CBA").

In the event that a Local 70 Service Worker requests vacation on a day or days that are not then available (first come first serve), SMDC managers will establish a process so that if the requested vacation time becomes available at a later date, it is indeed awarded on a "first come, first serve" basis.

In the event that the vacation time becomes available (i.e., vacation time approved for an employee that resigns prior to taking that vacation, employee cancels their vacation, etc.) during the year, SMDC managers will also establish a process to inform their employees of the available vacation time and then accommodate any requests for that time on a "first come, first serve" basis. Management reserves the right not to offer out vacation time that becomes available during the year if staffing levels cannot support it. Likewise, Management will review whether or not there is a standing request for the day(s) of that additional vacation time prior to offering it to employees in the department. At the time of the request, the employee must have enough vacation time accrued to cover the desired day(s) off.

Absent subsequent agreement between both parties, SMDC and the Union agree that this letter of understanding will be reviewed upon expiration of the current CBA between SMDC and Local 70.

For the Employer:

By: ___________ Signed ___________________________ By: ___________________________
Alison Zentz
Employee & Labor Relations Specialist

Date: ___________________________

For the Union:

By: ________________
David Monsour
I.U.O.E. Business Manager

Date: _______________
June 22, 2015
LETTER OF AGREEMENT

ST. MARY’S MEDICAL CENTER, DULUTH CLINIC and the INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70, hereinafter referred to as the Union, agree to the following:

Emergency Room Technician Classification-New

This letter outlines the details of the agreement the parties reached on April 23, 2018 and finalized on April 23, 2018, for the new job classification of Emergency Room Technician.

The Emergency Room Technician is a new job classification on the St. Mary’s Medical Center, Duluth Campus. It is agreed by the parties this job classification will be in the Local 70 bargaining unit.

The Emergency Room Technicians will be placed on Pay Grade 3 with an additional compensation. See attached wage scale.

For the Employer:

By: Brenda Emerson 4/23/18
Brenda Emerson
Senior Employee and Labor Relations Specialist

For the Union:

By: Dave Monsour 4/23/18
Dave Monsour
I.U.O.E Business Manager

By: John Hane 4/23/18
John Hane
I.U.O.E Business Representative

By: Cheryl Nelson 4/26/18
Cheryl Nelson
I.U.O.E Union Steward