AGREEMENT BETWEEN

COMMUNITY MEMORIAL HOSPITAL – CLOQUET

AND THE

INTERNATIONAL UNION of OPERATING ENGINEERS
AFL-CIO Local #70

October 1, 2019 – September 30, 2022

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AGREEMENT

between

COMMUNITY MEMORIAL HOSPITAL
Cloquet, Minnesota

and the

INTERNATIONAL UNION of OPERATING ENGINEERS
AFL-CIO Local #70

This is an Agreement made and entered into the day and year hereinafter written by and between Community Memorial Hospital, Cloquet, Minnesota, hereinafter referred to as the "Hospital", and the International Union of Operating Engineers, AFL-CIO, Local #70, hereinafter referred to as the "Union."

Article I
SCOPE – PARTIES AND RECOGNITION

1.1 – Recognition – The Hospital recognizes the Union as the exclusive bargaining representative for all technical employees including medical technologists and laboratory technicians with respect to wages, hours, and terms and conditions of employment. Herein Medical Technician will be referred to as Clinical Laboratory Technician and Medical Technologist will be referred to as Clinical Laboratory Scientist.

1.2 – The Term "Employee" as used herein shall mean Clinical Laboratory Scientist, Laboratory Technicians, and Certified Laboratory Assistants unless otherwise specified.

1.3 – It is expressly understood that the undersigned are the authorized agents of the respective parties.

1.4 – Job Classification Definitions

A. Clinical Laboratory Technician

1. Possess a CLT Associate's Degree from a CLSI accredited program.
2. Employees hired must have and maintain ASCP or HEW certification.
3. New hires have one year from their date of hire to obtain their ASCP Certification to remain employed.

B. Clinical Laboratory Scientist

1. Possesses a Bachelors Degree from a CLSI accredited program in Clinical Laboratory Science or Medical Technology;
2. Employees hired have and maintain ASCP or HEW certification.
3. New hires have one year from their date of hire to obtain their ASCP Certification to remain employed.

1.5 – Employment Status

A – Full-Time Status

A full-time employee is one regularly scheduled to work eighty (80) hours during a two (2) week pay period.

B – Part Time Status

A part-time employee is one who is regularly scheduled an average of forty (40) hours but less than eighty (80) hours during a two (2) week pay period.

C – Casual Status

A casual part-time employee is one who is regularly scheduled, but for less than an average of forty (40) hours in a two (2) week pay period. Casual employees shall not receive paid time off (PTO), extended illness time off (EIB), funeral leave, short-term disability, and health insurance. They will hold seniority and will pay union dues.

D – Temporary

A temporary employee is one who works hours to meet the core staffing pattern which have not been picked up or scheduled with current staff. The intent is not to create overtime or premium pay. Temporary employees are not required to become members of union and are not benefits eligible. A temporary employee shall not work more than 90 calendar days after 3 months of training if needed.

E – Probationary Period

Upon employment by the Hospital of a technologist/technician, they will be placed on probation for a period of 90 days.

Article II
HOURS

2.1 – Basic Work Week – The basic work period shall be eighty (80) hours, to be worked during a period of two (2) weeks (fourteen [14]) consecutive days. The regular work day will be eight (8) hours in any consecutive twenty-four (24) hour period. If an employee is required to work in excess of eighty (80) hours during said two (2) week period or in excess of eight (8) hours in any work day or in excess of eight (8) consecutive hours, he/she will be paid at one and one-half (1 ½) times his/her regular rate of pay for all excess time so worked. All paid hours shall be considered as hours of work for the purpose of calculating overtime payments.

2.2 – Scheduling – Employees will not be scheduled to work more than seven (7) consecutive days. Employees will have two (2) consecutive days off and the Hospital will schedule employees no more than three (3) weekends (Saturday and Sunday) in a four-week period, except in case of mutual agreement for some other arrangement between the employee concerned and the Hospital. Every effort will be made to not schedule more than two different shifts per pay period.

2.3 – Posting of Work Schedules – Completed work schedules will be posted covering a two (2) week pay period at least two (2) weeks in advance of the time covered by such schedule. Call schedules shall be posted at least one (1) month in advance of the time

covered by such schedule. If schedule permits, requests for specific schedules will be accommodated if they are submitted in writing at least seven (7) days prior to the posting of the schedules. Once posted, completed work schedules will not be altered without the consent of the employee or by mutual agreement of both parties.

2.4 – Weekend Scheduling & Bonus – The Hospital will schedule employees no more than three (3) weekends (Saturday and Sunday) in a four-week period. In the event it is necessary for an employee to work two (2) weekends in a row (Saturday or Sunday), such employee shall be paid an additional twenty-five dollars ($25.00) for each shift worked on such extra weekend. In the event it is necessary for an employee to work three (3) weekends in a row (Saturday or Sunday), such employee shall be paid an additional fifty dollars ($50.00) for each shift worked on such extra weekend. These provisions do not apply during the time periods of Memorial Day to Labor Day or Thanksgiving through New Years' Day.

2.5 – Low Census – If an employee reports for work on his/her regular shift and is sent home for lack of work, or if an employee is asked to report and is then sent home, the employee shall receive a minimum of four (4) hours pay.

2.6 – Split Shifts – The Hospital agrees that there will be no split shifts unless it is mutually agreeable to both the employee and the Hospital.

2.7 – Called In on Day Off Pay – A full-time employee called to work on his/her regularly scheduled day off shall be paid time and one-half (1 ½) his/her regular rate of pay for each hour worked on such day.

2.8 – Rest Periods – Employees shall be given a minute rest period and an unpaid half (1/2) hour lunch break during each eight (8) hour work day. Employees may take their rest periods and lunch break at their own convenience after receiving prior approval of their supervisor. Evening and night shifts are not obligated to take an unpaid lunch break.

2.9 – In-Service Pay on Day Off – In the event an employee is required by the Hospital to attend in-service training programs at times when the employee is not scheduled to work, such employee shall receive payment for attendance at such sessions at the applicable rate of pay.

2.10 – Overtime Hours – Overtime hours, for part-time employees only, shall be added to regular work hours worked in the establishment of seniority. All compensated hours count toward seniority accrual for all status employees.

2.11 – On Call Schedule – Normally, no employee shall be required to be on call more than two (2) days during a two (2) week pay period.

2.12 – Rotation of On-Call – On call duty shall be rotated equally among all employees whenever possible.

2.13 - Pyramiding:

1. There will be no pyramiding/duplicating of overtime, thus hours worked over eight (8) in a day for which overtime is paid will not be counted again when computing payroll period overtime.

2. Premiums such as Holiday Premium, Eight Consecutive Day Premium, and Non-Consecutive and Consecutive Hours Premiums will not be pyramided with overtime or another premium.

    a. An employee who is eligible for premium pay as well as overtime pay will receive the portion of the premium that is in excess of straight time pay.

    b. An employee who is entitled to two or more premiums will receive one premium at the full premium rate and additional premium(s) will be paid the portion that is in excess of the straight time rate.

Article III
WAGES

3.1 – Wage Schedules – The parties agree that the wage schedule for employees covered by this Agreement are inclusive in the body of this contract.

3.2 – Charge Pay – An employee will be considered, for the purposes of this paragraph, "in charge" if he/she relieves the supervisor of his/her duties during one-half (1/2) or more of their shift. In this situation, the employee "in charge" shall receive a differential of one dollar and thirty-five cents ($1.35) per hour for such added responsibility.

3.3 – Off-Site Call Pay – An employee taking call shall be paid five dollars ($5.00) per hour for each hour on call per pay period. An employee, who is on-call for an on-call period which was not scheduled at the time the work schedule is posted, shall receive, in addition to the applicable hourly on-call pay, an extra ten dollars ($10.00).

3.4 – On-Site Call Pay – When an employee is "on-call" and is called to the Hospital, he/she shall be compensated at their regular rate of pay or overtime pay, whichever is applicable, for the hours worked.

3.5 – Call Back Pay – If an employee is called to work while on call, the employee shall be paid not less than 2 hours guaranteed at applicable rate of pay.

Any Part-Time Laboratory employee scheduled to take call before their regularly scheduled eight (8) hour shift will receive time and one-half for all hours worked while on call.

3.6 – Experience Credit - For a technologist/technician who has prior experience the Hospital will review and evaluate the experience and qualifications and may assign year for year credit up to five (5) years, then one-half (1/2) year credit for each year worked after that. For the purpose of placement on the Salary Schedule, this credit will be considered as the equivalent of employment in the Hospital.

3.7 – Change of Status – Change of status of employees transferring from full-time to part-time, or part-time to full-time, shall not mean forfeiture of earned benefits or loss of seniority.

3.8 – Afternoon Differential – Employees who work on the afternoon shift shall receive the one dollar and seventy cents ($1.70) per hour for all hours worked on that shift, in addition to their base wage rate. This differential increases to one dollar and eighty cents ($1.80) on third year of this contract.

3.9 – Night Differential – Employees who work on the night shift shall receive the one dollar and seventy-five cents ($1.75) per hour differential for all hours worked on that shift, in addition to their base wage rate. This differential increases to one dollar and eighty-five cents ($1.85) on third year of this contract.

3.10 – Weekend Differential - Employees who work the weekends shall receive fifty cents ($0.50) for all hours worked on the weekend shift in addition to their base pay. This differential increases to sixty-five cents ($0.65) on third year of this contract. Weekend starts with the night shift on Friday and ends after the afternoon shift on Sunday. (Differential to begin the third year of this contract).

3.11 – Shift Pay for Time Off – Shift differentials shall be included in the pay for all paid leaves, including vacation, for those employees consistently assigned evening or night shifts. This would apply if the employee works a straight shift or if fifty (50%) percent of the normally scheduled time was on a shift. A six (6) month work history will determine if consistent Evening or Night shifts have been worked prior to the beginning of the time off period.

3.12 – Pathology Assistant Differential – Employees who perform pathology assistance procedures shall receive a differential of one dollar and fifty cents ($1.50) per hour for each hour they perform such procedures.

3.13 – Longevity Pay – There will be a longevity stipend for employee with over twenty-five (25) years of continuous service of fifteen cents ($.15) per hour.

3.14 – Lead Pay - There will be a Lead Pay wage of twenty cents ($0.20) for all hours worked as a lead for the areas of Chemistry, Blood Bank, Hematology and Microbiology. This differential increases to fifty cents ($0.50) on second year of this contract, and eighty cents ($0.80) on third year of this contract.

3.15 – Professional Membership –The employer will pay for membership to one related professional organization (ASCP, ASCLS or the like).

3.16 – Recertification Fee: The employer will pay recertification fee for membership to one related professional organization.

3.17 Wages

CLINICAL LABORATORY TECHNICIAN WAGE SCALE

LENGTH OF SERVICE	Effective 10/1/19	Effective 10/1/20	Effective 10/1/21
START	$20.67	$21.08	$21.50
FIRST YEAR	$20.97	$21.39	$21.82
SECOND YEAR	$21.28	$21.71	$22.14
THIRD YEAR	$22.45	$22.90	$23.36
FOURTH YEAR	$22.78	$23.24	$23.70
FIFTH YEAR	$23.07	$23.53	$24.00
SIXTH YEAR	$23.40	$23.87	$24.35
SEVENTH YEAR	$23.68	$24.34	$24.83
EIGHTH YEAR	$24.01	$24.49	$24.98
NINTH YEAR	$24.33	$24.82	$25.32
TENTH YEAR	$24.62	$25.11	$25.61
FIFTEENTH YEAR	$25.10	$25.60	$26.11
TWENTIETH YEAR	$26.02	$26.54	$27.07

CLINICAL LABORATORY SCIENTIST WAGE SCALE

LENGTH OF SERVICE	Effective 10/1/19	Effective 10/1/20	Effective 10/1/21
START	$26.95	$27.49	$28.04
FIRST YEAR	$27.48	$28.03	$28.59
SECOND YEAR	$27.98	$28.54	$29.11
THIRD YEAR	$28.49	$29.06	$29.64
FOURTH YEAR	$29.02	$29.60	$30.19
FIFTH YEAR	$29.56	$30.15	$30.75
SIXTH YEAR	$30.06	$30.66	$31.27
SEVENTH YEAR	$30.55	$31.16	$31.78
EIGHTH YEAR	$31.05	$31.67	$32.30
NINTH YEAR	$31.56	$32.19	$32.83
TENTH YEAR	$32.08	$32.72	$33.37
FIFTEENTH YEAR	$32.61	$33.26	$33.93
TWENTIETH YEAR	$33.13	$33.79	$34.47

Article IV
Paid Time Off (PTO)

4.1 – Paid Time Off (PTO)

A. Definitions

1. Paid Time Off: All eligible employees covered by the terms of this Contract will be provided paid time off (PTO) for purposes of vacation, personal time off and sick leave. It is intended that as much as possible, time away from work will be scheduled and approved in advance consistent with the process in this article.

LETTER OF UNDERSTANDING

This Letter of Understanding (LOU) is executed between Community Memorial Hospital (herein after CMH) and IUOE Local 70 (herein referred to as Local 70).

CMH and Local 70 agree as follows:

For members working at Raiter Clinic:

- No probation
- Seniority will be granted for years worked while at Raiter Clinic and job class
- They will be credited with a PTO balance equal to the dollar value of their PTO balance on 12/31/19. i.e., $500 would buy 7 days PTO

Articles specific to the Hospital i.e., weekends, holidays, rest periods, etc. do not apply to these members. Any items that come up during the term of the agreement will be dealt with on a case-by-case basis with the intent being to protect the atmosphere of being a clinic and not a 24/7 Hospital operation.

Clinic CLT Wage Scale effective 1/1/~~19~~ 2020. These rates will increase on the same scale and date as the main agreement.

Length Of Service	Effective 1/1/~~19~~ 2020
START	$17.25
FIRST YEAR	$17.55
SECOND YEAR	$17.85
THIRD YEAR	$19.00
FOURTH YEAR	$19.32
FIFTH YEAR	$19.61
SIXTH YEAR	$19.93
SEVENTH YEAR	$20.21
EIGHTH YEAR	$20.53
NINTH YEAR	$20.84
TENTH YEAR	$21.13
FIFTEENTH YEAR	$21.60
TWENTIETH YEAR	$22.50

Any employee above the maximum of $22.50 will be awarded a lump sum payment in lieu of a base building increase equivalent to the percent stated in the contract. Lump sum payments are based on the previous 12 months' gross earnings. i.e., $25,000 earned, contract calls for a 2% increase employee will receive $500 lump sum payment.

Duane P. Van Dresar, PHR, SHRM-CP
Director Human Resources

9-26-19
Date

Brad Anderson
CFO / Senior V.P. of Support Services

9-26-2019
Date

John F. Hane, Business Representative
IUOE Local 70

9-26-19
Date

Christian Lindquist, Union Steward
IUOE Local 70

9/26/19
Date

Kelsey Keener, Union Steward
IUOE Local 70

9/26/19
Date

Clinic MLT Wages	1/1/2020	10/1/2020	10/1/2021
Start	$17.25	$17.60	$17.95
First Year	$17.55	$17.90	$18.26
Second Year	$17.85	$18.21	$18.57
Third Year	$19.00	$19.38	$19.77
Fourth Year	$19.32	$19.71	$20.10
Fifth Year	$19.61	$20.00	$20.40
Sixth Year	$19.93	$20.33	$20.74
Seventh Year	$20.21	$20.61	$21.02
Eighth Year	$20.53	$20.94	$21.36
Ninth Year	$20.84	$21.26	$21.69
Tenth Year	$21.13	$21.55	$21.98
Fifteenth Year	$21.60	$22.03	$22.47
Twentieth Year	$22.50	$22.95	$23.41

2. Anniversary Date: For the purpose of this article, anniversary date will be defined as an employee's most recent date of hire, or the date the employee works sufficient hours to earn paid time off benefits, whichever is later.

B. Eligibility: An employee will be eligible to earn PTO if an employee has been continuously employed for ninety (90) calendar days while working a minimum .5/FTE (half time). Once an employee has been employed continuously for ninety (90) calendar days at the appropriate number of hours, they will be credited with PTO accrual for all hours paid since their anniversary date.

C. PTO Accrual:

1. Hourly Credit: Eligible employees will accrue paid time off based on the employee's anniversary date for all hours paid (including overtime hours and on-call hours) in accordance with the following schedule:
2.

Length of Continuous Service	Accrual Rate	PTO Maximum Cap in Hours
Start to Fifth (5th) year Anniversary	.092307	232 hours
Fifth (5th) through Eighth (8th) Anniversary	.111538	272 hours
Eighth (8th) through Twentieth (20th) Anniversary	.130769	312 hours
Twentieth (20th) Anniversary and after	.15	352 hours

3. Holiday Credit: Included in accrual rate as noted above.
4. PTO Maximum Cap: Employees will accumulate PTO to a maximum amount, based on anniversary date, as listed in the chart above (yearly accumulation plus forty (40) hours). Once an employee has reached their maximum accumulation, the employee will cease earning additional PTO until the employee uses PTO or cashes PTO out, in accordance with D below.

D. PTO Miscellaneous Items:

1. Current Employees: When an employee takes PTO time, the employee's pay shall be calculated upon the employee's minimum FTE of their position at their regular hourly rate.
2. Week with a Holiday: If a designated holiday in Article 4.2 falls during an employee's granted PTO period, the employee may request to take an additional day of PTO pay.
3. Upon Termination: Employees whose employment terminates shall receive the PTO balance provided the employee has completed one year of continuous service.
4. Upon Employee's Death: In the case of a death of an employee, any PTO balance will be paid to the employee's beneficiary, or in absence thereof, to the employee's estate.
5. Cashing Out PTO: An employee may request that PTO time of not less than eight (8) hours be cashed out, up to ten (10) separate occasions each calendar

year. An employee may not cash out more than eighty (80) hours each calendar year. Notification of request to cash out will be in writing and in accordance with Employer's procedures.

E. Emergencies: It is recognized that when emergencies on an employee's part occur, it may be necessary to change the PTO of an employee to another form of leave of absence. Once PTO is granted it cannot be changed except by mutual agreement between the Employer and employee.

F. Unpaid Time Off: Employees who take time off work will be required to use any available PTO before any time off without pay will be granted.

4.2 – Holiday PTO – Recognized Holidays: The following days shall be considered holidays on the date specified by Minnesota Statute:

New Year's Day	Labor Day
Easter	Thanksgiving Day
Memorial Day	Christmas Eve Day
July 4th	Christmas Day
	Floating (included in your PTO bank)

4.3 – Pay on a Holiday

A. Holiday Pay for Part-time and Full-time:

1. Pay for Hours Worked: An employee who is scheduled to work on the holiday will be paid a premium of time and one-half (1 ½) for all hours worked on the above designated holidays except for Christmas Day for which hours worked will be paid double time (2X).
2. Not Scheduled to Work: An employee who earns PTO and is not scheduled to work on a designated holiday must use eight (8) hours of PTO at straight time for that non-worked holiday if the employee has not met the minimum hours of their position.
3. Holiday Pay for Casual/Temporary/Vacation Replacement Employees:
   - Persons in these statuses shall be paid 1 ½ for all hours worked on a holiday.

4.4 – Holiday Scheduling Start and End Times –The twenty-four (24) hour holiday shall begin with the night shift preceding the holiday (11:00pm) and end with the afternoon shift of the Holiday (11:00pm).

4.5 – Holiday Rotation – The hospital will make every effort to schedule holidays in a manner that creates an equitable distribution. Holiday worked will be scheduled as such regardless of weekends or PTO.

Holidays Group 1
Major: Christmas Day – Thanksgiving Day
Minor: Labor Day – Memorial Day
Holidays Group 2
Major: Christmas Eve Day – New Years Day
Minor: Easter – July 4th

Holidays will be rotated from calendar year to calendar year – one-year Group 1, next year Group 2.

Article V
EXTENDED ILLNESS BANK (EIB)

Extended Illness Bank (EIB)

5.1 – Eligibility – Employees must work a minimum of forty (40) hours per pay period to be eligible to accrue EIB to a maximum of 520 hours (sixty-five (65) days).

A. Full-time Employees: Accrue a maximum of seven (7) days (56 hours) of EIB per twelve months of work.
B. Part-Time: Accrue on a pro-rated basis.

5.2 – Usage of Extended Illness Bank – Prior to accessing EIB, employees must use four (4) days (32 hours) of PTO for each individual spell of illness.

5.3 – Employee Surgery/Accidental Injury – If an employee has surgery the employee will be paid EIB starting on the first day of missed work continuing until the employee returns, providing they have sufficient EIB.

5.4 – EIB Prior to Short Term Disability – Prior to being eligible for group short-term disability benefits, employees must use four (4) days (32 hours) of PTO and have exhausted all accrued available EIB time off.

5.5 – Chronic, Serious Illness

If an employee is required to continue medical care, due to a serious, chronic health condition, the employee may request continued access to their EIB for the same or related condition subject to an approved Intermittent Family Medical Leave request.

Article VI
LEAVES OF ABSENCE

6.1 – Leave of Absence Beyond 30 Days – Leaves of absence beyond thirty (30) working days, except in cases of personal illness of the employee, shall not be considered as working time in determining length of service benefits. Length of service benefits will remain the same as at the time of the beginning of the leave of absence. Upon returning to work after a leave of absence, an employee shall be returned to her original classification and position. All paid time off must be taken before a leave of absence is granted.

6.2 – Without Pay Leave of Absence

A. A leave of absence without pay will be granted for a period of up to ninety (90) days after the period of accumulated extend illness bank time off has expired for personal illness.
B. A similar leave of absence without pay of up to thirty (30) days will be granted for critical illness or death in the immediate family (parents, brothers, sisters, sons, daughters, and husbands, or wives) of the employee upon written application to the Department Director.

6.3 – Other Leave of Absence – A leave of absence will be granted at the discretion of the Hospital for other purposes such as study.

6.4 – Bereavement (Funeral) Leave

A. A leave of absence of three (3) days without loss of pay shall be granted to employees in case of death in the family as follows: parents, parents-in-law, stepparents, brothers, sisters, sons, daughters, step/half brother, step/half sister, grandchildren, stepchild, husbands, and wives for the purpose of attending the funeral.

B. In case of death of an employee's grandparents, son-in-law or daughter-in-law, a leave of absence of one (1) day without loss of pay shall be granted.

C. The Hospital may grant additional time with pay from the date of death in unusual cases in which it is necessary for the employee to travel a substantial distance for the funeral.

D. Funeral leave shall be granted from day of death, not to exceed three (3) scheduled working days.

6.5 – Union Business – Any employee elected to serve on Union boards or committees shall be given time off without pay to attend all required meetings.

6.6 – Continuing Education – Employees may be granted time off with pay for attendance at seminars and workshops which are work related and educational in nature. Requests for attendance must be submitted to Administration at least four (4) weeks in advance when possible.

6.7 – Leave of Absence Under the 1993 Family Medical Leave Act – Eligible Community Memorial Hospital employees can take up to twelve (12) weeks of unpaid leave with a twelve (12) month period under the *1993 Family Medical Leave Act* for:

- birth and care of a newborn child;
- adoption or foster care of a child;
- care of employee's spouse, son, daughter, or parent with a serious health condition;
- a serious health condition that makes the employee unable to perform the functions of the employee's job.

On return from a FMLA leave, an employee is entitled to be returned to the same position the employee held when leave commenced, or to an equivalent position with equivalent benefits, pay, seniority*, and other terms/conditions of employment per union contract and hospital policy. (*Seniority based upon hours worked.)

FMLA Eligibility Requirements:

- employee has been employed by employer for at least twelve (12) months,
- employee has been employed a minimum of 1250 hours.

For employees that have earned, accrued vacation or personal time off available, that paid time off shall be substituted for all or part of any unpaid FMLA Leave. For employees that have earned, accrued vacation, personal or sick time available, that paid time off shall be substituted for all or any part of unpaid FMLA leave to care for a sick child or due to personal illness.

To request time off under FMLA, employees must notify the Hospital in writing thirty (30) days in advance when practicable. The Hospital also has the right to request certification from the employee's health care provider to substantiate the FMLA leave. The Hospital may also require a Return to Work Form when the absence was caused by the employee's serious health condition.

Employees taking time off under FMLA are responsible for paying their portion of benefit premium payments per union contract. Premium payment needs to be received by the first day of each month to the Human Resources Department.

The language of this section on Family Medical Leave Act is meant to inform employees of basic rights described in the Family Medical Leave Act of 1993 (FMLA). The specific application of that law to use of this leave shall be determined by the language of the Act, Federal and State regulations interpreting the Act, and Hospital Policy.

Article VII
INSURANCE

7.1 – Group Insurance – The Hospital shall make available to employees and their spouses and dependents, a plan of group insurance benefits. The benefits of this plan shall be not less than those described in the Plan documents which will be effective on or about March 1, 1990 and which are incorporated herein by reference. For all benefit eligible employees, coverage shall begin on the employee's 90th day of employment. The Plan contains an individual deductible of $250.00 per calendar year, and a maximum family deductible of $500.00 per calendar year. For In Network Providers, the plan will provide for the payment of 90% of eligible expenses subject to the out-of-pocket maximum. For Out of Network Providers the plan will provide for the payment of 80% of eligible expenses subject to the out-of-pocket maximum.

The out-of-pocket maximum for Plan B In-Network Providers is $1,000.00 for individual and $2,000.00 for the family. The out-of-pocket maximum includes the deductible(s). After the out-of-pocket maximums have been reached, 100% for In Network Providers of all eligible expenses will be paid.

For Plan B In-Network Providers, prescription drugs shall be subject to an $8.00 co-payment for generics and a $20.00 co-payment for Brand.

Plan B Health Care Matrix:

Single Coverage – Employer will pay 80%
Family Coverage
Employer will pay graduated based on hours worked

0 – 6,240 hrs worked (1 – 3 yrs)	47.7%
6,241 – 16,640 hrs (3 – 8 yrs)	59.5%
16,641 – 31,200 hrs (8 – 15 yrs)	71.2%
31,201+ hrs (15+ yrs)	80.0%

An employee may opt to enroll in alternative health plans as offered by the employer at their choice.

In the event the Cadillac Tax goes into effect, the employees who are on a Cadillac Tax health plan will be required to move to another health insurance plan offered by the employer.

7.2 – Life Insurance - The Employer shall provide full-time employees a life insurance plan whereby they are insured for $35,000 with the Employer paying the full premium. Part-time employees shall receive a $15,000 plan on the same basis. Employees may purchase additional life insurance at their own cost.

7.3 – Short Term Disability - The Hospital shall provide short term disability insurance coverage for full-time and part-time employees. Benefits will begin on the first day of accident and seventh (7) day of illness. The duration of benefits will continue for thirteen (13) weeks and will provide three hundred dollars ($300) or seventy percent (70%); whichever is less, based on the employee's minimum FTE.

7.4 – Dental - In the event the Employer grants or agrees to institute a dental insurance plan for any other group of employees at Community Memorial Hospital Association, Cloquet, Minnesota, such plan, in its entirety including payment of premiums, shall immediately be given to the technician/technologists.

7.5 – Insurance Coverage During Disability or Leave of Absence – Employees who have been granted a LOA or are off work due to a confirmed disability and are not making employee contribution(s) through payroll deduction to their group insurance plans, are obligated to submit premium due to the Human Resources Department by the first day of each month, to ensure continued coverage

Article VIII
SENIORITY AND LAYOFF PROCEDURES

8.1 – Seniority Definition – Seniority is hereby defined as the accumulated number of hours after the most recent date of employment. There shall be separate seniority lists for each classification covered by this Agreement.

8.2 – Staff Reduction – In reducing the number of employees, the Hospital shall layoff the most junior employee in the classification to be reduced. For the purpose of layoff, certified laboratory assistants and laboratory technicians shall be considered as one classification.

In the event of a layoff, such employees affected by the layoff shall remain on a recall list for twelve (12) months and retain their seniority and benefit level they had at the time of the layoff. Recall of any employees on layoff shall be done in seniority order.

8.3 – Staff Reduction Notification – When layoffs, including reduction in hours, are being planned, the Hospital will notify the Union in writing no less than thirty (30) days in advance of the impending action(s) prior to issuance of any notices to affected employees. Upon Union request, the Hospital will negotiate the details of implementation, possible alternatives to solve the problem, and the potential impact upon unit employees. Concurrent with notices being sent to affected employees, the Hospital

shall furnish the Union with the name, title, job duty, seniority of each employee holding a position scheduled for such action.

Whenever the Union has a good faith doubt as to the accuracy of any information provided, it may promptly request and receive a conference with the Hospital to receive additional information. Before any layoff of a unit member is implemented, the Hospital agrees to first seek volunteers for layoff. The Hospital further agrees that it shall consider such layoffs as normal (involuntary) layoffs for purposes of paying unemployment compensation benefits, and shall not contest such employee's right to collect unemployment benefits.

Article IX
JOB POSTING

9.1 – Internal Job Posting – Whenever a position opening occurs, such opening must be posted for five (5) working days prior to filling the position. Any technologist/technician currently employed by the Hospital shall be granted the position provided they are qualified to perform the job. In the event more than one qualified employee applies for the same position, seniority shall be the determining factor.

9.2 – Work Agreements – For those employees newly employed after April 1, 1990, the confirmed work agreement will be determined in writing to the employee upon employment.

Article X
PROGRESSIVE DISCIPLINE

To provide a prompt and fair progressive discipline process for all employees when addressing performance-related behavior issues, such as issues relating to the quality or quantity of work, working relationships with coworkers, misconduct, and attendance; to help the employee correct and prevent reoccurrence of unacceptable behavior; and to retain the employee involved for further satisfactory performance. This will allow CMH managers to work with employees to correct behavior in a continuous effort to protect the overall welfare of CMH patients, residents and their family members, visitors and employees.

10.1 Verbal Coaching

Verbal coaching is a process whereby a supervisor or manager explains to the employee the type of unacceptable behavior he or she is demonstrating and what will be done to correct the behavior. The goal of this process is to provide the employee with timely, specific information about behavior that needs to change so the employee can correct the behavior, thereby preventing the need for further disciplinary action. It is helpful for the supervisor or manager to keep an informal record of verbal coaching sessions in a secured file.

Work Plan – In this stage of the progressive discipline process, the manager or supervisor will develop a Work Plan with the employee assist in correcting the behavior. The work plan may incorporate ideas or outside resources to increase

personal awareness and/or skill levels. The work plan should include interim meetings to assess progress. This type of approach can be very helpful in dealing with problems which essentially have a training or skill development solution. Copies of sample work improvement plans may be obtained from the Human Resources Department.

10.2 Steps in the Progressive Discipline Process

1. Verbal Warning – The purpose of a verbal warning is to provide the employee with timely information about the specific behavior that is unacceptable, what must be done to correct the behavior and what steps the supervisor will take to assess the employee's progress. This step may follow verbal coaching where that measure has been unsuccessful, or may be used as a first step to address a problem that requires more serious attention than merely informal coaching. Verbal warnings must be documented in the employee's personnel file. If a work plan has not already been developed by the manager and the employee at the coaching, a work plan will be developed and implemented at the verbal warning stage.

2. Written Warning – The written warning will include specific, detailed information such as times, dates, locations and other relevant facts. If applicable, the written warning may include information about any specific policy, procedure or regulation in question, followed by helpful references to the facility's policy/procedure manual or non-contract handbook. A written warning will also clearly state what behavior must be immediately corrected, what is expected of the employee on a go-forward basis, and potential consequences if the behavior is not corrected or if the behavior is initially corrected but later re-occurs. Once an employee has been give a written warning, it may be appropriate for the supervisor or manager to again create or revise the work improvement plan created in the early stages of the progressive discipline process.

   Prior to moving onto the written warning stage, managers or supervisors are required to consult Human Resources (or HR designee).

3. Suspension – A suspension may be appropriate when more serious violations of policies and/or procedures have occurred, when a "cool down' phase is needed, or when the employee has not responded to other stages in the disciplinary process. In this stage, the manager remains hopeful that improvement may be possible. Prior to moving onto the Suspension stage, managers or supervisors are required to consult Human Resources (or HR designee) and Administration. The suspension period may also be used for administrative investigations. During an administrative investigation period an employee will be put on paid administrative leave pending the outcome of the investigation.

4. Termination of Employment – If all problem-solving and progressive discipline efforts appropriate to the situation have been unsuccessful, or if the problem is too serious for such efforts to be appropriate, employment termination is carried out. A written letter of termination will be prepared, documenting all progressive discipline steps that have been taken, supported by dates, times, places, and references to applicable polices/procedures/regulations, and the specific behavior

that was in question and was not satisfactorily corrected. Administration and Human Resources (or HR designee) **must** approve any employment termination proceedings, and the written dismissal letter must be written with the assistance of Human Resources.

All disciplinary actions will be copied to the Union.

10.3 – Employee Assistance Program

Available to all employees is an Employee Assistance Program (EAP). The service is totally confidential. Contact your supervisor or Human Resources for additional information.

Article XI
GRIEVANCE PROCEDURE

11.1 – Grievance Procedure – Any dispute relating to the interpretation of or adherence to the terms and provisions of this Agreement shall be handled as follows:

Step One – The employee shall discuss the grievance with his/her immediate supervisor.

Step Two – If the grievance is not resolved in Step One, it shall be submitted in writing to the Hospital, shall specify in detail the alleged violation of the Contract, and shall be received by the Human Resources Department no later than fifteen (15) calendar days following the date of occurrence. Grievances relating to wages shall be timely if received by the Hospital no later than fifteen (15) calendar days following the date of receipt of the check by the employee. Within fifteen (15) calendar days following the receipt of the grievance by the Hospital, representatives of the Hospital, as the Hospital may determine, and the Union shall meet in an attempt to resolve the grievance. Within fifteen (15) days of the meeting between representatives of the Hospital and the Union, the Hospital will present a written answer to the grievance, and a copy thereof shall be sent to the Union. The Hospital will grant a necessary and reasonable amount of time off during working hours with pay to that representative who must necessarily be present for direct participation in adjusting a grievance.

Step Three – The parties are in agreement that in many cases it is beneficial to attempt mediated resolution of a grievance prior to resorting to arbitration. To this end the Hospital or Union may request assistance from the Federal Mediation and Conciliation Service in mediating a grievance dispute. A request for mediation must be made within fifteen (15) calendar days of the issuance of the Hospital's response after its representatives and the Union's representatives have attempted to resolve the grievance through timely mutual negotiations.

Step Four – If the grievance is not resolved in Step Three, either party may refer the matter to arbitration. Any demand for arbitration shall be in writing and must be received by the other party within fifteen (15) calendar days following receipt of a written answer to the grievance. The Hospital and the Union shall attempt to

agree on a neutral arbitrator who shall hear and determine the dispute. If no agreement is reached, the arbitrator shall be selected from a list of five (5) neutral arbitrators to be submitted to the parties by the director of the Federal Mediation and Conciliation Service.

11.2 – Arbitrator Authority – The authority of the arbitrator shall be limited to making an award relating to the interpretation of or adherence to the written provisions of this Agreement, and the arbitrator shall have no authority to add to, subtract from, or modify in any manner the terms and provisions of this Agreement. The award of the arbitrator shall be confined to the issues raised in the written grievance, and the arbitrator shall have no power to decide any other issues. The award of the arbitrator shall be final and binding upon the Union, the Hospital, and the employees.

11.3 – Arbitrator Decision – The award of the arbitrator shall be made within thirty (30) calendar days following the close of the hearing. The fees and expenses of the neutral arbitrator shall be divided equally between the hospital and the Union.

11.4 – Grievance Time Lines – The time limitations set forth herein relating to the time for filing a grievance, the demand for arbitration, or the notice of intention to arbitrate shall be mandatory. Failure to follow said time limitations shall result in the grievance being permanently barred, waived, and forfeited; and it shall not be submitted to arbitration. The time limitations provided herein may be extended by mutual written agreement of the parties. If the Hospital fails to answer within the required time limits, the disposition requested in the grievance shall immediately be implemented.

11.5 – Union's Right to File a Grievance – The Union may file grievances on behalf of individual employees or groups of employees.

Article XII
UNION SECURITY AND DUES DEDUCTION

12.1 – Members in Good Standing – It shall be a condition of continued employment that all employees covered by this Agreement who are members in good standing of the Union on the effective date of this Agreement shall remain members in good standing of the Union for the duration of this Agreement.

12.2 – Union Membership for Current Employees – An employee who is not currently a member of the Union shall, as a condition of continued employment, be required to become a member within thirty (30) days of the effective date of this Agreement.

12.3 – Union Membership for Newly Hired Employees – All newly hired employees, covered by this Agreement, shall, as a condition of employment, become members of the Union within thirty (30) days of their initial date of employment.

12.4 – Any employee covered by this Agreement who fails to comply with the above provisions will have their employment with the Employer immediately terminated.

12.5 – Union Membership List – The Hospital agrees to furnish to the Union a list of names and addresses of all technologist/technician employees employed by the Hospital who are covered by this Agreement within thirty (30) days of the effective date of this Agreement. Thereafter, the Hospital agrees to furnish the Union a monthly list of new hires and terminations and employees on leave of absence.

12.6 – Union Dues – The dues shall be deducted in twelve (12) monthly installments. The Union shall give written notification to the Employer of the amount of dues which are to be deducted. The dues deducted together with a list of names for whom the deductions were made shall be sent to the designated Union office.

Article XIII
MAINTENANCE OF BENEFITS

13.1 – Maintenance – No present employees shall suffer a reduction of wages or benefits as a result of the execution of this Agreement. Conditions of employment not specifically covered by this Agreement shall be maintained at no less than the level in effect at the time of the execution of this Agreement.

Article XIV
OTHER CONDITIONS

14.1 – Employment Termination Notice – The Hospital shall give an employee two (2) weeks notice for termination of employment or two (2) weeks pay in lieu thereof unless said termination is for gross misconduct. Employees shall give the Hospital a two (2) week notice of termination and a four (4) week notice of retirement.

14.2 – Employer's Notice to Union – Any major proposed change in job description, responsibility, or functions shall be communicated in writing ninety (90) days in advance to the Union and shall thereafter become the subject of negotiations. Should such negotiations result in impasse, the issues at impasse may be submitted to arbitration in conjunction with the grievance procedure of the current contract.

14.3 – Mandatory Attendance Pay – Employees will be paid at their applicable rate of pay for all meetings where their attendance is required.

14.4 – Bulletin Board Space – The Hospital will provide bulletin board space for posting meeting notices, and related material.

14.5 – Low Census Hours for Seniority Purposes – No employee shall have their seniority affected as a result of time lost due to low census days.

14.6 – Uniform Allowance – Employees are responsible for purchasing their uniform and will be reimbursed $170.00 at their anniversary date with receipts.

14.7- Uniform Allowance Request Procedure – Employees must request reimbursement by providing the uniform company's purchase receipt to their department head. Reimbursement is made on the employee's anniversary hire date. Employees are

responsible for submitting receipts to their department head one month before expected reimbursement.

14.8– Uniform Maintenance / Conditions

A. All employees shall be required to wear the uniforms while on duty.

B. A place for storage shall be furnished by the Hospital for uniforms when not in use. Members in addition to the above may, if they choose, purchase at their own expense appropriate uniforms to be worn when it is necessary or desired. Colors and styles will be selected by committee and approved.

C. Employees are responsible for their uniform maintenance.

Article XV
PENSION PLAN

15.1 - Money Purchase Pension Plan – Community Memorial Hospital Association shall maintain a Money Purchase Pension plan (MPPP) in the same manner as in the past. The plan may make legal changes to be in compliance with the law. For a complete summary of the MPPP, the summary Plan booklets and the Plan Document are available from the Human Resources Department. If any other employee group is granted an increase in the Money Purchase Pension Plan, that increase will be passed on to the bargaining unit.

Article XVI
JURY DUTY

16.1 – Jury Duty - Employees shall be granted a leave of absence with pay for jury duty. Pay for jury duty will be based on an employee's regular straight time rate less the amount received for jury duty.

Article XVII
EQUAL OPPORTUNITY STATEMENT

17.1 – It is the policy of Community Memorial Hospital Association to provide Equal Opportunity to all employees and applicants for employment in accordance with all applicable Equal Opportunity laws, directives and regulations of Federal, State and Local governing bodies or agencies thereof, specifically Minnesota Statutes 363A. Community Memorial Hospital Association, through responsible manager, shall recruit, hire, train, and promote in all job titles without regard to race, color, national origin, religion, sex, creed, marital status, sexual orientation, physical handicap, age, status with regard to public assistance or status as a disabled veteran or veteran of the Vietnam era, except where sex or age is a bona fide occupational qualification. Equal Opportunity is not subject to the grievance procedure.

Article XVIII
ARBITRATION OF CONTRACTS

18.1 – The Hospital and the International Union of Operating Engineers, Local No. 70, recognize that it is essential that patient care be provided on an uninterrupted basis for the welfare of patients and the public. The provisions of this Section, therefore, are designed to ensure continuity of care by establishing a mechanism for the resolution of disputes which may arise regarding the negotiation of contracts.

18.2 – The provisions of this Section shall be in full force and effect during the period of October 1, 2019 through September 30, 2022.

18.3 – In the event the parties are unable to agree by negotiation on the terms of a new Agreement replace any Agreement expiring prior to September 30, 2022, the provisions of the succeeding Agreement shall be determined by arbitration as provided in this Section.

18.4 – The Hospital shall appoint one arbitrator, the Union shall appoint one arbitrator, and the two arbitrators so chosen shall appoint a third arbitrator who shall act as chairman of the Hospital and the Union are unable to agree upon the appointment of such third arbitrator within five (5) days after submission to arbitration, the Federal Mediation and Conciliation Service shall submit five (5) names to the parties; and the parties shall select the third arbitrator, who shall act as chairman, from the five submitted by the Federal Mediation and Conciliation Service. The selection of the third arbitrator shall be by the process of elimination with the parties alternately striking names from the list of five submitted by the Federal Mediation and Conciliation service 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 shall be responsible for compensating the arbitrator of its choice, and the parties shall share equally the fees and expenses of the third arbitrator.

The Board of Arbitration 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 Board of Arbitration shall have no authority to modify or eliminate the provisions of this Section 18 or Section 19. 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 Board of Arbitration shall make an award in writing, and the decision of a majority of the Board shall be final and binding on both parties.

Article IXX
NO STRIKES OR LOCKOUTS

19.1 – There shall be no strikes or lockouts of any kind whatsoever during the period of October 1, 2019 through September 30, 2022.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, and regardless of whether the dispute is subject to arbitration under the contract arbitration provisions of Section 18.

Article XX
RIGHTS OF MANAGEMENT

20.1 – The Management of the Hospital and all of its auxiliary buildings, the direction of the working forces, the control of all of its properties and equipment, the installation of new, improved, or changed methods of operation and/or equipment, and the hiring, promotion, discipline, layoff, retirement, suspension, and discharge of its employees are reserved exclusively and solely as functions, the Hospital shall not alter any of the provisions of this Agreement. Notwithstanding any other provision of this Agreement, the Hospital and the Union agree to recognize and discharge their respective obligations and responsibilities to the employees under the provisions of the National Labor Relations Act.

Article XXI
DURATION AND RENEWAL

21.1 – This agreement shall be in full force and effect from October 1, 2019 through September 30, 2022. This Agreement shall continue in full force and effect from year to year thereafter unless written notice of desire to change or modify or terminate the Agreement is given by either party to the other at least ninety (90) days prior to the expiration of the Agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to become effective and duly be executed by their duly authorized representative:

COMMUNITY MEMORIAL HOSPITAL
Cloquet, Minnesota

Rick Breuer,
Administrator/CEO

Date 12/3/2019

Brad Anderson,
CFO/Senior VP of Support Services

Date 12-2-2019

Duane P. Van Dresar,
Director of Human Resources
Date 12-2-19

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

David Monsour,
Business Manager

Date 12/16/2019

John Hane,
Business Agent

Date 12/18/2019

Kelsey Keener,
Union Steward
Date 12/10/19

Christian Lindquist
Union Steward

Date 12/3/19